

KELSO CITY COUNCIL AGENDA

REGULAR MEETING at 7:00 pm.

October 6, 2009

203 S Pacific

Kelso, WA 98626

**** Special accomodations for the handicapped are available by special arrangement through the City Manager's Office, (360) 577-3301. For hearing impaired call (360) 423-0900.****

Invocation

- 1. Pastor Wayne Schneider
Kelso United Methodist Church**

Call to Order

Roll Call to Council Members

Approve Minutes

- 1. September 15, 2009, Regular Meeting**

KSD Student Representative

- 1. Joey Tagliarino
ASB President**

Proclamation

- 1. National Community Planning Month, October, 2009**
- 2. National Fire Prevention Week
October 4-10, 2009**

Presentation

- 1. Dike Certification
Ken Stone, Cowlitz County Asset Manager**

Citizen Business

Consent Items

- 1. LTAC Recommendations
2009 Requests**

KELSO CITY COUNCIL AGENDA

REGULAR MEETING at 7:00 pm

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Consent Items

- 2. LTAC Recommendations
2010 Requests**

Council Business

Motion Items

- 1. Consideration
Interlocal Agreement Establishing a Medical Insurance Rate
Stabilization Pool**
- 2. Consideration
Solid Waste Contract**
- 3. Consideration
2010 Animal Control Services Contract**

Other Items

- City Manager Richards Report
- Staff/Dept Head Reports
- Council Reports
- Other Business
- Executive Session

**KELSO CITY COUNCIL
7:00 P.M.**

**SEPTEMBER 15, 2009
REGULAR MEETING**

Pastor Chris Leingang, Faith Lutheran Brethren Church, gave the invocation. Mayor David Fatcher led the flag salute. The Regular Meeting of the Kelso City Council was called to order by Mayor Fatcher. Councilmembers in attendance were: Fatcher, Myers, Von Rock, Malella, Roberson, and McDaniel. Councilmember Karnofski was absent.

Minutes: Upon motion by Councilmember McDaniel, seconded by Councilmember Von Rock, 'Approve the minutes of the 9/1/09 Special Meeting and the 9/1/09 Regular Meeting,' motion carried, all voting yes.

PROCLAMATION:

Mayor Fatcher read a proclamation declaring October, 2009, to be "**Domestic Violence Awareness Month**" in the City of Kelso and asked citizens to participate in efforts to recognize the serious impact of domestic violence. Stephanie Elbert, Assistant Director of the Emergency Support Center, accepted the proclamation and thanked the City for their support of the center which has helped many domestic violence victims.

PRESENTATIONS:

Cowlitz County Museum: David Freece, Museum Director, gave a power point presentation of the history of the museum, which included several old photographs. He spoke about how the museum is funded and governed. He also spoke about current projects and plans and how they impact the community. A portion of a film from 1921, Fishing for Smelt in Kelso, was shown. A schedule of upcoming programs was handed to Councilmembers and staff. Discussion followed.

CITIZEN'S BUSINESS:

Sandy Nanney, 613 S. 7th Avenue, spoke about problems on her street (7th & Cedar) with no drain system, no curbing, and lack of a fire hydrant. Sandy also spoke about the need to have "Dead End" signs placed in more prominent places. Discussion followed.

CONSENT ITEMS:

- **Auditing of Accounts:** \$1,553,875.37
- **Liquor License Renewals:** 1) Three Rivers Golf Course, 2222 S. River Road, 2) Yan's Chinese Restaurant, 300 Long Avenue West
- **Close Out Contract with Carney Construction – Coweeman Park Drive Utility Relocation in the amount of \$102,260.56**
- **Close Out Talley Way Corridor Study, Implementation Plan with David Evans and Associates**

Upon motion by Councilmember McDaniel, seconded by Councilmember Von Rock, 'Approve the Consent Agenda,' motion carried, all voting yes. Upon motion by

Councilmember McDaniel, seconded by Councilmember Von Rock, 'Approve the Auditing of Accounts in the amount of \$1,553,875.37,' motion carried, all voting yes.

MOTION ITEM:

Ordinance No. 09-3715 – Exclusive FBO Services at the Southwest Washington Regional Airport: The Deputy City Clerk read the proposed ordinance by title only. Upon motion by Councilmember Von Rock, seconded by Councilmember Roberson, 'Adopt Ordinance No. 09-3715, 'AN ORDINANCE OF THE CITY OF KELSO, WASHINGTON, AMENDING THE AIRPORT LEASE REGULATIONS FOR PURPOSES OF ALLOWING CERTAIN EXCLUSIVE LEASES FOR PUBLIC BENEFIT,' motion carried, all voting yes.

MANAGER'S REPORT:

Dennis Richards: I attended my first Highlander Festival. It was a great event and the staff and volunteers put in a lot of hard work. Councilmembers Von Rock, Myers, and Roberson rode on a decorated truck with the caption, "125 Years of Kelso Pride." Don Stout drove and I rode in the truck. It was a lot of fun. The day after the weekend event, I was amazed to see the park all cleaned up. This is a great event for our community and it brings in a lot of people. A short discussion about handicapped parking followed.

STAFF REPORTS:

Janean Parker: No report

Mike Kardas: Concrete will be poured tomorrow at the skate park.

Michael Kerins: Spoke about the results of the survey concerning the revised Comp Plan which will affect the future of Kelso. A survey summary was handed to Councilmembers and staff. Responses were received by 240 citizens. Fifty-nine indicated they desired to be notified and would like to participate in the comp plan revision process. There will be three workshops. The first workshop, which is to discuss the vision process, will be at the Kelso High School cafeteria tomorrow night beginning at 6:00 p.m. Citizens are encouraged to attend the meeting to help identify how they want Kelso to develop within the next twenty years. Discussion followed.

Andrew Hamilton: 1) Officers and reserves were busy with the events of the Highlander Festival. 2) We are short-handed due to vacations and three officers out with injuries. 3) Captain Thompson is attending structure training through the Stop Grant that we take part in with the Longview Police and the Cowlitz County Sheriff's Office. This State Grant addresses domestic violence. 4) Sgt. Blain is attending Supervisor's Training.

Brian Butterfield: 1) At the Council Retreat, it was suggested that a monthly budget report be given to Councilmembers. Brian handed Councilmembers a General Fund

Comparative Revenue Schedule, Expenditure Schedule, and Monthly Balance Sheets. 2) Information from the State of Washington Office of Financial Management was also given to Councilmembers showing the results of their impact study on Initiative 1033. Brian gave an example of how this could affect Kelso if the initiative is passed. Councilmember Von Rock suggested giving the public the opportunity to receive some education so the voters will have a true understanding of the issue. Discussion followed. City Attorney Parker said because this is a matter that will be on the ballot, the City cannot take a position; however, a public hearing can be held to allow the pros and cons. At that point, a resolution can be brought to Council to support or oppose the issue.

COUNCIL REPORTS:

Rick Roberson: 1) There were approximately thirty motorcycles at the Annual Iron Horse Festival that was held September 5th. It was great to have the street blocked off. Due to the rainy weather, some events were cancelled. 2) The Highlander Festival was a great event. I appreciate all who worked to get the truck ready for the parade.

Todd McDaniel: 1) I ran the 15K race at the Highlander Festival. I appreciate the staff for all their hard work. 2) The next home football game is Friday with Ft. Vancouver. We need Kelso citizens to support all school sports events.

Gerald Malella: No report

Rick Von Rock: 1) Thanks to all who helped get the trailer decorated for the Highlander Parade. I think there should be a City float in the parade each year. 2) Today I was able to listen to the Development Block Grant close-out for the Phoenix House. It was interesting to hear about this program and how it has helped people in our community.

Dan Myers: 1) The Veterans Stand Down Day is tomorrow. Thanks to all who are helping to make this a successful event. 2) The Denture Clinic has done a great job upgrading their building. 3) The volunteers are having a lot of fun working at the Depot.

David Fitcher: The Highlander Festival was a great event and it was well attended. City Manager Richards said it was wonderful to see so many City employees and citizens volunteering many hours at this event.

There being no further business, the meeting was adjourned at 7:55 p.m.

MAYOR

CITY CLERK

PROCLAMATION

National Community Planning Month October 2009

Whereas, change is constant and affects all cities, town, suburbs, counties, rural areas and other places in the State of Washington; and

Whereas, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

Whereas, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

Whereas, the full benefits of planning requires public officials and citizens who understand, support and demand excellence in planning and plan implementation; and

Whereas, the month of October is designated as National Community Planning Month throughout the United States of America and its territories; and

Whereas, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contribution sound planning and plan implementation make to the quality of our settlements and environment; and

Whereas, the celebration of National Community Planning Month gives us the opportunity to recognize the many valuable contributions made by planning commissioners, member of volunteer advisory committees and land use professionals of the City of Kelso and extend our heartfelt thanks for the continued commitment to public service.

Now, Therefore, I, David Futcher, Mayor of the City of Kelso, do hereby declare October 2009 as Community Planning Month in conjunction with the celebration of National Community Planning Month. The City further encourages all citizens, businesses and organizations to learn more about the value that sound planning adds to our City's quality of life and urges them to become active in participating in the ongoing implementation of our community's planning efforts.

In witness whereof, I have hereunto set my hand and caused the seal of the city of Kelso to be affixed this 6th day of October, 2009.

David Fletcher
Mayer of the City of Kebo

PROCLAMATION

National Fire Prevention Week October 4-10, 2009

Whereas, the City of Kelso, in partnership with Cowlitz 2 Fire & Rescue, is committed to ensuring the safety and security of all those living in and visiting our city; and

Whereas, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

Whereas, roughly 3,000 people die as a result of home fires and burns, more than 200,000 individuals are seen in the nation's emergency rooms for burn injuries; and

Whereas, thermal burns outnumber scalds nearly two-to-one, but for children ages five and under, scalds outnumber burns roughly two-to-one; and

Whereas, cooking is the leading cause of home fires and home fire injuries, while heating equipment and smoking are the leading causes of home fire deaths; and

Whereas, Kelso's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

Whereas, Kelso's residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

Whereas, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

Whereas, the 2009 Fire Prevention Week theme, "Stay Fire Smart! Don't Get Burned!" effectively serves to remind us all of the simple actions we can take to stay safer all year-round.

Now, Therefore, I, David Futcher, Mayor of the City of Kelso, do hereby declare October 4-10, 2009 as Fire Prevention Week throughout the City, and urge all the people of Kelso to protect their homes and families by heeding the important safety messages of Fire Prevention Week 2009, and to support the many public safety activities and efforts of Kelso's emergency services.

In witness whereof, I have hereunto set my hand and caused the seal of the city of Kelso to be affixed this 6th day of October, 2009.

David Fletcher
Mayor of the City of Kebo

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Consideration of LTAC 2009 Funding Requests

Agenda Item: _____

Dept. of Origin: City Manager's Office

For Agenda of: October 6, 2009

Originator: LTAC Committee

PRESENTED BY:

Todd McDaniel

City Attorney:

City Manager:

Agenda Item Attachments:

Copy of September 30, 2009 Meeting Minutes

SUMMARY STATEMENT:

Funding Request for 2009.
NWAACC Women's Basketball Tournament-\$1,500.

RECOMMENDED ACTION:

Lodging Tax Committee recommends approval

**LODGING TAX ADVISORY COMMITTEE
SEPTEMBER 30, 2009
CITY OF KELSO, EXECUTIVE COUNCIL CHAMBERS**

Minutes

Call to order:

Council Member Todd McDaniel called the meeting to order at 3:02 p.m., in the Executive Session Council Chambers of the City of Kelso.

Those present were as follows:

Lodging Tax Committee Members

Todd McDaniel
Rick Winsman
Shane Willcox
Cindy Keeney

Staff

Shelly Timm, Ex. Assistant
Brian Butterfield, Fin. Director
Dennis Richards, City Manager

Minutes:

Shane Willcox made the motion to approve the minutes from the May 12, 2009 meeting, seconded by Rick Winsman. Motion carried, all voting 'yes'.

Opening Discussion:

Rick Winsman opened the meeting with the question of what amount of funds are available for 2010, and if all entities that received funding in the previous year submitted the required reports to again be able to apply for future funding. Finance Director Brian Butterfield stated that the projected amount to be available is \$353,000. \$225,000 is already earmarked for the General Fund. That leaves a projected \$128,000. Brian also stated that all entities that received funding did return the required reports.

Requests 2009:

- NWAACC Women's Basketball Tournament-\$1,500

Shane Willcox made the motion to approve the request for the NWAACC Women's Basketball Tournament, Rick Winsman seconded the motion. Motion carried, all saying 'yes'.

Requests 2010:

There were a total of 17 requests for 2010 Lodging Tax Funds, totaling \$586,950. Discussion followed regarding each request/project/event submitted. Cindy Keeney made the motion to approve the following amounts, Rick Winsman seconded the motion. Motion carried, all saying 'yes':

- City of Kelso Web Page Upgrade-\$2,500
- City of Kelso, Downtown Banners-\$5,500
- NWAACC Baseball Championships-\$2,500
- City of Kelso, Lighting Festival-\$2,500

The following events submitted requests (as required) and have already been approved for the 2010 budget. The Columbia Theatre requested \$20,000 for 2010, but the LTAC committee is only recommending \$15,000, per the 2010 budgeted amount:

- Columbia Theatre-\$15,000
- Cowlitz County Historical Museum-\$15,000
- Columbia River Corvettes-\$2,500
- Cowlitz County Tourism Bureau, Awesome Brochure-\$10,000
- Kelso Longview Chamber of Commerce, Visitors Center-\$58,250
- City of Kelso Highlander Festival-\$20,000

Rick Winsman made the motion to approve the requests for the above listed groups, which have funds already budgeted in for the 2010 year. Cindy Keeney seconded the motion. Motion carried, all saying 'yes'.

The committee would like to table the request made by the Kelso Downtown Revitalization Association and ask that they come in and present to the committee their specific action plan in regards to their festival. This meeting will be set for a future date after Shelly contacts the Association for their availability.

Funds are projected to be very tight this next year and emphasis has been put on events that bring in tourists for more than a one day stay, and that the event fit into the definition of usage of Lodging Tax Funds. It was discussed in depth that infrastructure project improvements that were presented did not fit into the definition of usage of Lodging Tax Funds. The following requests were not approved:

- Kelso 'In Honor of Our Children' Pow Wow-\$2,500
- Cowlitz Baseball Club-\$400,000
- Cowlitz Youth Baseball-\$5,000-\$10,000
- Cowlitz County Tourism Bureau-Lodging Tax Pool-\$15,000 or 10%
- Cowlitz County Tourism Bureau-Kelso Train Depot-\$2,000
**The City has already made or is in the process of fulfilling these requests
- Cowlitz County Tourism Bureau, Kelso Brochure, Printing and Distribution-\$8,000-\$14,700.

Cindy Keeney made the motion to adjourn the meeting, Shane Willcox seconded the motion. Motion carried, all voting 'yes'.

The meeting was adjourned at 4:39 pm.

Respectfully Submitted,

Shelly M. Timm, Recording Secretary

RECEIVED
CITY OF KELSO

AUG 24 2009

CITY MANAGER'S
OFFICE

2009 REQUEST FOR FUNDING

Instructions

1. Please type or print.
2. Answer each question within the space provided. Please do not include additional attachments or supplementary pages unless they are essential to our understanding of your project.
3. Attach the required documents.
4. Sign and date the application.
5. Send the completed application to:

Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information

Organization/Individual	Public	Other	Private	Individual
Name NWAACC Women's Basketball Tournament				
Address Lower Columbia College				
City Longview	County Cowlitz	State Washington	Zip 98632	

Contact Person

Name Kirc Roland	
Title Athletic Director	Phone 360-430-7286

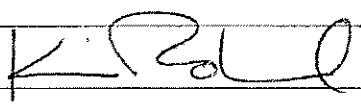
Project Information

Title and brief description of project:			
NWAACC Women's Basketball Tournament, December 18-20, 2009. This event is hosted by Lower Columbia			
College. Eight teams from across the Pacific Northwest, including many power house programs, will participate.			
All eight (8) teams include 12-15 players with 3-4 coaches per team. Potentially 120+ participants, bringing with them			
fans, family and strong contingents of support to tour our area for overnight stays. All players and			
coaching staff will be staying in local hotels and sampling our local hospitality. While on off times, families			
and fans will be enjoying local activities associated with living and traveling to this region.			
Geographic area served by this project Kelso and Longview			Number of people served by this project: 120 + participants & families
2009	Amount requested from City of Kelso \$ 1,500.00	Total project cost: \$ 20,000.00	Date of project: From 12/18/09 To 12/20/09

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:	
Source	Amount
Lower Columbia College Athletics funds the cost of this event. Due to current economic conditions, college budget restrictions and reductions, we are seeking additional funding to offset costs. The goal is to put on a first rate event so we are chosen to host these events again, and in turn, continue to bring people to our area for overnight stays. Being that this is a multi day event, we are hoping that funds from the Lodging Tax Fund will be available to us to assist with promotion of this event.	

Specifically how will this grant be used? How do you document your results?
These funds will be used for promotional activities for the multi-day event.
We will be asking local hotels to 'code' reservations specific for our event
and count ticket purchases at the gate.
How will this project be financed in the future?
This project is a college event and will continue to be financed by the college. With current budget
restrictions and reductions, we are looking for additional sources to assist in putting on a first rate
event to ensure return opportunities for the communities of Longview & Kelso.

Signature 	Date <i>August 24, 2009</i>
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AGENDA SUMMARY SHEET

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SUBJECT TITLE:

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Agenda Item: _____

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For Agenda of: October 6, 2009

Originator: LTAC Committee

PRESENTED BY:

Todd McDaniel

City Attorney:

City Manager:

Agenda Item Attachments:

Copy of September 30, 2009 Meeting Minutes

SUMMARY STATEMENT:

Funding Request for 2010:

City of Kelso, Downtown Banners, \$5,500
**Columbia Theatre, \$15,000
NWAACC Baseball Championships, \$2,500
**Cowlitz County Historical Museum, \$15,000
City of Kelso, Web Page Upgrade, \$2,500
**Columbia River Corvettes, \$2,500
**Cowlitz County Tourism Bureau-Awesome Brochure, \$10,000
**Kelso Longview Chamber of Commerce-Visitors Center, \$58,250
City of Kelso, Lighting Festival, \$2,500
**City of Kelso, Highlander Festival, \$20,000

**Items which have already been approved and included in the 2010 Budget. Organizations are required to submit a request every year.

RECOMMENDED ACTION:

Lodging Tax Committee recommends approval of these items.

**LODGING TAX ADVISORY COMMITTEE
SEPTEMBER 30, 2009
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Funds are projected to be very tight this next year and emphasis has been put on events that bring in tourists for more than a one day stay, and that the event fit into the definition of usage of Lodging Tax Funds. It was discussed in depth that infrastructure project improvements that were presented did not fit into the definition of usage of Lodging Tax Funds. The following requests were not approved:

- Kelso 'In Honor of Our Children' Pow Wow-\$2,500
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Respectfully Submitted,

Shelly M. Timm, Recording Secretary

2010 REQUEST FOR FUNDING

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2. Answer each question within the space provided. Please do not include additional attachments or supplementary pages unless they are essential to our understanding of your project.
3. Attach the required documents.
4. Sign and date the application.
5. Send the completed application to:

Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information

Organization/Individual	Public	Other	Private	Individual
Name City of Kelso				
Address PO Box 819				
City Kelso	County Cowlitz	State Washington	Zip 98626	

Contact Person

Name Dennis Richards	
Title City Manager	Phone 577-3301

Project Information

Title and brief description of project:			
Banners for Downtown Kelso. Banners are a welcome addition to people visiting and citizens alike.			
The downtown revitalization effort would be greatly enhanced by the addition of these banners, as it			
In the overall 'cleanup' of downtown and show community pride.			
Geographic area served by this project Kelso and surrounding areas		Number of people served by this project: Kelso Community	
2010	Amount requested from City of Kelso \$ 5,500	Total project cost: \$	Date of project: From 2010 to 2010

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	Amount

List any other sources of funding you have applied for:

Source	Amount	Status

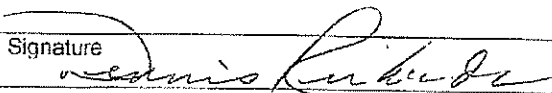
Specifically how will this grant be used? How do you document your results?

Specifically, this grant would be used to purchase banners and brackets to hold the banners that, in turn, would promote tourism, community pride and downtown revitalization

How will this project be financed in the future?

Banners would be replaced as needed, with future requests possibly made to the LTAC committee.

Signature



Date

8/22/09

2010 REQUEST FOR FUNDING

Instructions

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5. Send the completed application to:

Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information				
Organization/Individual	Public	Other	Private	Individual
Name Columbia Theatre Association for the Performing Arts				
Address PO Box 1026				
City Longview	County Cowlitz	State WA	Zip 98632	
Contact Person				
Name Gian Paul Morelli				
Title Executive Director			Phone 360.423.1011. Ext. 15	
Project Information				
Title and brief description of project: Columbia Theatre's Grand Re-Opening Season With the completion of the \$11 million renovation expected in January, 2010, the Columbia Theatre is planning a Grand Re-Opening Season that will include name artists and attractions that will raise the stature and visibility of our community as a cultural arts destination. This includes an extensive marketing and promotion campaign targeting local, regional and major newspapers, tourism publications, and the national media as the theatre's re-opening coincides with the 30th anniversary of the eruption of Mt. St Helens. An extensive presence on electronic media (CTPA website, Facebook, Twitter, and Patron Mail) will add to the mix to promote interest in visiting the area. The Re-Opening will take place from February through June, 2010 and will invite community participation in a way that encourages a greater sense of community ownership over Cowlitz County's newly refurbished 85-year old state-of-the-art theatre. Locally, there will be a number of special events planned to generate interest within our own community that will be FREE to the public and include: The Living Theatre Tour II--an 85 year historical perspective including tours of the new facility and Talent Show featuring a selection of our best local performers. Regularly scheduled theatre tours will be offered throughout the February to June period and will be publicized. A formal dedication ceremony will include an appearance by the governor and other state/regional officials. Please see attached proto-type of a 20,000 piece brochure that will be mailed to Cowlitz, Clark, Wahkiakum, and Lewis counties in Washington, and Columbia County in Oregon. It will see more limited distribution statewide.				
Geographic area served by this project Southwest Washington			Number of people served by this project: 20,000	
2010	Amount requested from City of Kelso \$ 20,000	Total project cost: \$220,000	Date of project: From 2/2010 to 6/2010	

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	Amount
Friends of the Columbia Theatre	\$80,000
City of Longview	\$67,000

List any other sources of funding you have applied for:

Source	Amount	Status
Sponsorships for performances throughout the "Grand Re-Opening Season"	\$73,000	In process
Washington State Arts Commission	\$ 2,000	Request in October 2009 for Spring 2010
Kaiser Permanente	\$ 5,000	In process


Specifically how will this grant be used? How do you document your results?

The grant will be used to promote the new season and raise awareness of the new facility and its uses regionally and nationally. It will also be used to raise awareness among a number of statewide audience segments such as contributing foundations, politicians (local regional, statewide, national), and business people, etc. The Rotary district conference will be held in June, 2010 and a showcase performance will be offered to attendees as part of the scheduled activities. By extensively promoting this new state-of-the-art resource, we expect to grab the attention of meeting planners increasing interest in our community's unique, affordable destination possibilities.

How will this project be financed in the future?

The Columbia Theatre Association for the Performing Arts is entering its 26th season of bringing national and regional artists to Cowlitz County and its surrounding area. CTAPA operates on a \$700,000 budget and its programming is supported by a number of sources including ticket sales, show sponsorships, individual contributions, foundations and government support. This particular project will be a community-wide celebration as well as a significant awareness-raising showcase for visitors to our community.

Signature



Date August 24, 2009

COLUMBIA THEATRE
ASSOCIATION FOR THE PERFORMING ARTS

RECEIVED
CITY OF KELSO

AUG 24 2009

CITY MANAGER'S
OFFICE

August 24, 2009

Ms. Shelly Timm
City of Kelso
Administration Building
203 South Pacific
Kelso, WA 98626

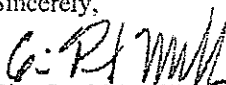
Dear Ms. Timm,

Enclosed please find the Columbia Theatre's request for funding application form. I am very grateful for the opportunity to apply for support from the city of Kelso and the Lodging Tax Committee.

This truly is a monumental season for our community as the Columbia Theatre completes the final leg of a **thirty-year-long journey** from the shadow of the wrecking ball to a **newly-restored, 800 seat performance hall**. When it re-opens on **February 4, 2010** the Columbia will be a **state-of-the-art facility** ready to serve our community and region for generations to come. Even as our mission is *to enrich and celebrate the cultural life of the community through the performing arts*, we are equally mindful of the extraordinary potential this facility has in support of other tourism related activities. We stand ready and willing to partner.

Finally, the support of the city of Kelso in this endeavor is critical to the Columbia's success and deeply appreciated. My thanks go to the Lodging Tax Committee for its consideration of this request.

Sincerely,


Gian Paul Morelli
Executive Director

RECEIVED
CITY OF KELSO

AUG 24 2009

CITY MANAGER'S
OFFICE

2010 REQUEST FOR FUNDING

Instructions

1. Please type or print.
2. Answer each question within the space provided. Please do not include additional attachments or supplementary pages unless they are essential to our understanding of your project.
3. Attach the required documents.
4. Sign and date the application.
5. Send the completed application to:

Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information

Organization/Individual

Public

Other

Private

Individual

Name NWAACC Baseball Championships			
Address Lower Columbia College			
City Longview	County Cowlitz	State Washington	Zip 98632

Contact Person

Name Kirc Roland	
Title Athletic Director	Phone 360-430-7286

Project Information

Title and brief description of project:			
NWAACC Baseball Championships, May 27-31, 2010. This event is hosted by Lower Columbia			
College. Eight teams from across the Pacific Northwest, including many power house programs, will participate.			
All eight (8) teams include 25-30 players with 3-4 coaches per team. Potentially 250+ participants, bringing with them			
fans, family and strong contingents of support to tour our area for overnight stays. All players and			
coaching staff will be staying in local hotels and sampling our local hospitality. While on off times, families			
and fans will be enjoying local activities associated with living and traveling to this region.			
Geographic area served by this project Kelso and Longview			Number of people served by this project: 250 + participants & families
2010	Amount requested from City of Kelso \$ 2,500.00	Total project cost: \$ 40,000.00	Date of project: From 05/27-31/2010

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:	
Source	Amount
Lower Columbia College Athletics, funds the cost of this event. Due to current economic conditions, college budget restrictions and reductions, we are seeking additional funding to offset costs. The goal is to put on a first rate event so we are chosen to host these events again, and in turn, continue to bring people to our area for overnight stays. Being that this is a multi day event, we are hoping that funds from the Lodging Tax Fund will be available to us to assist with promotion of this event.	

Specifically how will this grant be used? How do you document your results?
These funds will be used for promotional activities for the multi-day event.
We will be asking local hotels to 'code' reservations specific for our event
and count ticket purchases at the gate.
How will this project be financed in the future?
This project is a college event and will continue to be financed by the college. With current budget
restrictions and reductions, we are looking for additional sources to assist in putting on a first rate
event to ensure return opportunities for the communities of Longview & Kelso.

Signature 	Date August 24, 2009
---	----------------------

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CITY OF KELSO

AUG 24 2009

CITY MANAGER'S
OFFICE

2010 REQUEST FOR FUNDING

Instructions

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4. Sign and date the application.
5. Send the completed application to:

Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information

Organization/Individual

Public

Other

Private

Individual

Name Cowlitz County Historical Museum			
Address 405 Allen Street			
City Kelso	County Cowlitz	State WA	Zip 98626

Contact Person

Name David Freece	
Title Museum Director	Phone (360) 577-3119

Project Information

Title and brief description of project: Support from the lodging tax fund assists the museum in presenting exhibits and programs for local residents and tourists. In 2010 we will present two special exhibits. One is a Smithsonian traveling exhibit titled <i>Journey Stories</i> . The topic is how and why we and our ancestors came to America. The other exhibit will likely be a history of work in Cowlitz County. Lodging tax funds also aid in promoting tourism to the museum, Kelso and Cowlitz County. This will be done by providing information directly to tourists visiting the museum, through the display and distribution of various brochures promoting regional tourism activities, the production and mailing of a newsletter that includes tourism information, adding this information to the museum's website and periodically to the reader board sign.			
Geographic area served by this project Southwest Washington		Number of people served by this project: 12,500	
2010	Amount requested from City of Kelso \$15,000.00	Total project cost: \$231,763	Date of project: From 1/10 to 12/10

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	Amount
Cowlitz County	\$110,363
Fund drive, membership, investments, misc.	81,650
museum store, photograph sales	15,500
City of Longview	8,500

List any other sources of funding you have applied for:

Source	Amount	Status
City of Woodland	750	pending

Specifically how will this grant be used? How do you document your results?

Funds will help support the costs associated with presenting and promoting two special exhibits and associated programs. Results will be documented by attendance from tourists, general public and special tour groups.

How will this project be financed in the future?

Since the expanded museum reopened in June 2003 we have presented and publicized 14 special exhibits thanks to the support from the cities of Longview, Kelso and Woodland and other sources of funding listed above. It is our plan to continue to use these resources for this purpose.

Signature

David Treese

Date

August 24, 2009

2010 REQUEST FOR FUNDING

Instructions

1. Please type or print.
2. Answer each question within the space provided. Please do not include additional attachments or supplementary pages unless they are essential to our understanding of your project.
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4. Sign and date the application.
5. Send the completed application to:

Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information

Organization/Individual	Public	Other	Private	Individual
Name City of Kelso				
Address PO Box 819				
City Kelso	County Cowlitz	State Washington	Zip 98649	

Contact Person

Name Shelly Timm	
Title Executive Assistant	Phone 360-577-3301

Project Information

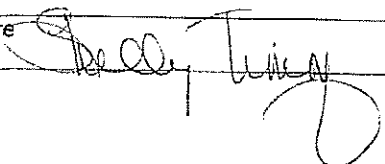
Title and brief description of project:			
We are requesting funds for the final upgrade to the City's webpage. The webpage is vital in the promotion of our City and surrounding community. In this age of web based thinking, people often head to the internet to research travel locations, things to do, places to stay, etc, which our website offers. Our website should portray a Positive image that will attract people/tourists to our area to stay, play and explore. This final upgrade would be the final phase of the process in fulfilling these goals for promotion of the City of Kelso.			
Geographic area served by this project		Number of people served by this project:	
2010	Amount requested from City of Kelso \$ 2,500	Total project cost: \$ 12,500 (\$10,000 paid)	Date of project: From 2008 to 2010

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:	
Source	Amount
City of Kelso-already invested	\$10,000

List any other sources of funding you have applied for:		
Source	Amount	Status

Specifically how will this grant be used? How do you document your results?
This money will be used exclusively to upgrade the existing webpage, which in turn, will be used to promote the City of Kelso.
How will this project be financed in the future?
The City of Kelso pays the yearly hosting fee of \$2500+

Signature 	Date 8/14/09
---	--------------

2010 REQUEST FOR FUNDING

Instructions

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Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

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Applicant Information				
Organization/Individual	Public	Other	Private	Individual
Name Columbia River Corvettes				
Address PO Box 357				
City Kelso	County Cowlitz	State WA	Zip 98626	
Contact Person				
Name Mike Marum				
Title Chairman			Phone 360 423-5079	
Project Information				
Title and brief description of project: Bow-Tie-Bash 2010 18th Annual Car Show and Shine				
Our event is planned to take place at the Kelso Red Lion on July 3rd and 4th 2010. This will be a sanctioned event of the Northwest Association of Corvette Clubs which currently has eight member clubs in Washington & Oregon. The event would include a registration/welcome, Saturday Show n Shine, dinner/awards banquet, a rally/tour. We are also hoping to add an autocross event on Sunday if we can secure an acceptable site. Our website is nwacconline.com				
Geographic area served by this project Pacific Northwest			Number of people served by this project: 600 +	
2010	Amount requested from City of Kelso \$ 2,500	Total project cost: \$ 25,000	Date of project: From 7-2 to 7-4	

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	Amount

List any other sources of funding you have applied for:

Source	Amount	Status
We anticipate applying for assistance with		
the Cowlitz County Tourism Bureau.		

Specifically how will this grant be used? How do you document your results?

Expenses will include advertising, postage, printing, insurance, dash plaques/T Shirts, prizes, fees and other costs as the event is developed. Results will be documented on a summary report.

How will this project be financed in the future?

By registration fees, sponsor support, the participating NWACC clubs and community support.

Signature

Mike Marum

Date

8-15-2009

2010 REQUEST FOR FUNDING

Instructions:

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Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information

Organization/Individual

Public

Other

Private

Individual

Name:

Cowlitz County Tourism Bureau

Address:

105 Minor Road

City:

Kelso

County:

Cowlitz

State:

WA

Zip:

98626

Contact Person

Name:

Mark Plotkin

Title:

Director

Phone:

360-577-3137

Project Information

Title and brief description of project:

Awesome Brochure

24 page full color brochure featuring Mount St Helens and all of the Cowlitz County Region.

Sample brochure attached.

Geographic area served by this project:

Pacific Northwest Region

Number of people served by this project: 100,000 +

2010

Amount requested from City of Kelso
\$ 10,000.00

Total project cost:
\$ 60,000.00

Date of project:
From 5/2010 to

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source:	Amount:
Longview	\$4000.00

List any other sources of funding you have applied for:

Source:	Amount:	Status:
Cities of Castle Rock, Woodland & Kalama	\$6600.00	In process
Ports of Woodland, Kalama & Longview	\$6600.00	In process
Private Partners	32800.00	In process

Specifically how will this grant be used? How do you document your results?

Graphics, printing, distribution & production

How will this project be financed in the future?

Partnership: Public & Private

Signature 	Date 8/18/07
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2010 REQUEST FOR FUNDING

Instructions

1. Please type or print.
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Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information

Organization/Individual

Public

Other

Private

X

Individual

Name

Kelso Longview Chamber of Commerce

Address

1563 Olympia Way

City

Longview

County

Cowlitz

State

WA

Zip

98632

Contact Person

Name

Rick Winsman

Title

President/CEO

Phone

360.423.8400

Project Information

Title and brief description of project:

City of Kelso Visitors' Center – To provide timely, accurate and friendly information to visitors and tourists who stop into the center while traveling in our area. Information should include tourist attractions, diversions, restaurants, service providers, hotels/motels, and other places/activities to provide a great experience in the City of Kelso. The secondary goal is to keep people in the area long enough to take advantage of the retail business community in the City. And the third goal is to provide historic information concerning Kelso and the surrounding area to visitors and tourists from outside our region.

Geographic area served by this project – Businesses from Kelso
Visitors/Tourists to the Pacific Northwest traveling through Kelso

Number of people served by this
project: 9,721 (2008 visitor count)

2010

Amount requested from City of Kelso
\$ 58,250.00

Total project cost:
\$ 58,250.00

Date of project:
From 1/1/10 to 12/31/10

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AUG 17 2009

Pg. 2

FUNDING SOURCES FOR THIS PROJECT

CITY MANAGER'S
OFFICE

List all firm commitments to date to fund this project:

Source	Amount
NONE	-0-

List any other sources of funding you have applied for:

Source	Amount	Status
NONE	-0-	N/A

Specifically how will this grant be used? How do you document your results? This funding will be used to manage the Kelso Visitors' Center including all personnel costs, administrative costs, maintenance costs, and management fee to the Kelso Longview Chamber of Commerce. Documentation is by submission of warrants to the City of Kelso with proper documentation back-up on a monthly basis.

How will this project be financed in the future? This program is designed to function entirely from Lodging Tax Revenue collected by the City of Kelso. It is anticipated that future expansion of the Center will result in a regional visitors' center and benefit from the sharing of costs between the different agencies served.

Signature: Rich W. Wilson Date: 8-11-09

Kelso Visitors' Center
Budget Comparison Proposed 2010 Budget

<u>Budget Item</u>	<u>2006 Budget Amt.</u>	<u>2007 Budget Amt.</u>	<u>2008 Budget Amt.</u>	<u>2009 Budget Amt.</u>	<u>2010 Budget Amt.</u>
Administration 106-20-573-10100	\$43,000.00	\$47,000.00	\$48,500.00	\$47,000.00	\$49,500.00
Supplies 106-20-573-10310	\$400.00	\$350.00	\$500.00	\$1,500.00	\$1,500.00
Telephone/Postage 106-20-573-10420	\$1,500.00	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00
Public Utilities 106-20-573-10470	\$4,000.00	\$4,000.00	\$4,000.00	\$4,500.00	\$3,500.00
Repairs/Maintenance 106-20-573-10480	\$1,500.00	\$2,500.00	\$3,000.00	\$2,000.00	\$2,000.00
Miscellaneous 106-20-573-10490	\$600.00	\$600.00	\$750.00	\$750.00	\$750.00
Equipment/Maintenance 106-20-573-10490	\$0.00	\$750.00	\$0.00	\$1,000.00	\$0.00
	\$51,000.00	\$56,700.00	\$58,250.00	\$57,750.00	\$58,250.00

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APR 17 2008

CITY PLANNING
OFFICE

VISITOR CENTER EXPENSES 2008

	ADMINISTRATION	SUPPLIES	TELEPHONE/ POSTAGE	MAINTENANCE/ REPAIR	UTILITIES	MISCELLANEOUS
January	\$ 3,249.48	\$ 422.39	\$ 66.76	\$ 181.08	\$ 336.60	\$ 13.34
February	\$ 4,325.90	\$ 162.08	\$ 101.56	\$ 115.56	\$ 289.26	\$ 678.07
March	\$ 3,444.12	\$ 37.89	\$ 102.15	\$ 56.00	\$ 406.96	\$ -
April	\$ 3,752.26	\$ -	\$ 105.48	\$ 120.08	\$ 106.44	\$ -
May	\$ 4,196.72	\$ 840.89	\$ 67.25	\$ 110.41	\$ 268.85	\$ -
June	\$ 3,757.95	\$ (601.52)	\$ 67.83	\$ 56.00	\$ 162.87	\$ -
July	\$ 4,170.88	\$ -	\$ 67.86	\$ 88.37	\$ -	\$ -
August	\$ 4,025.99	\$ -	\$ 67.85	\$ 147.55	\$ 36.36	\$ -
September	\$ 3,508.20	\$ -	\$ 67.85	\$ 56.00	\$ 203.64	\$ 323.10
October	\$ 3,801.00	\$ -	\$ 67.85	\$ 60.52	\$ 36.36	\$ -
November	\$ 3,625.33	\$ -	\$ 102.80	\$ 56.00	\$ 270.70	\$ -
December	\$ 3,414.58	\$ -	\$ 102.92	\$ 287.02	\$ 307.57	\$ -
Total	\$ 45,272.41	\$ 861.73	\$ 409.27	\$ 1,334.59	\$ 2,425.61	\$ 1,014.51
BUDGET	\$ 48,500.00	\$ 500.00	\$ 1,500.00	\$ 3,000.00	\$ 4,000.00	\$ 750.00
% of Budget	93%	-172%	27%	44%	61%	135%

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AUG 12 2008
CITY MANAGER'S
OFFICE

2010 REQUEST FOR FUNDING

Instructions

1. Please type or print.
2. Answer each question within the space provided. Please do not include additional attachments or supplementary pages unless they are essential to our understanding of your project.
3. Attach the required documents.
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5. Send the completed application to:

Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information		Public	Other	Private	Individual
Name <i>City Of Kelso Tree Lighting</i>					
Address <i>203 S. Pacific, Suite #102</i>					
City <i>Kelso</i>	County <i>Cowlitz</i>	State <i>WA</i>		Zip <i>98626</i>	
Contact Person					
Name <i>Patty Murray or Renee Buttler</i>					
Title <i>City Of Kelso Tree Lighting Committee</i>				Phone <i>360-423-0900</i>	
Project Information					
Title and brief description of project: <i>To complete purchase of Christmas Banners. Additional lights as needed.</i>					
Geographic area served by this project <i>City Of Kelso</i>				Number of people served by this project: <i>11,800</i>	
2010	Amount requested from City of Kelso <i>\$ 2,500.00</i>	Total project cost: <i>\$ 10,300.00</i>		Date of project: From <i>2008</i> to <i>2010</i>	

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	<i>Lodging Tax Committee</i>	Amount	<i>5,500.00 (2008)</i>
			<i>2,300.00 (2009)</i>

List any other sources of funding you have applied for:

Source	<i>Go out to the Businesses in the Community</i>	Amount	<i>0</i>	Status	<i>Just started</i>
					<i>for 2009 gathering</i>
					<i>donations.</i>

Specifically how will this grant be used? How do you document your results?

To complete the purchase of christmas banners and some additional lights as needed
We document the results by keeping all purchase invoices.

How will this project be financed in the future?

Donations from the Community. The City took it over in 2000 from the Chamber of
Commerce and the Tree Lighting Committee has a strong bond to make sure that the
Citizens of Kelso and surrounding Cowlitz area have a Tree Lighting Festival each
and every year.

Signature

Gracie Murray

Date

8/24/2009



Lodging Tax Proposal

Tree Lighting Donations – 2008

This years Kelso Tree Lighting Festival is held Friday evening, December 5th to coincide with the Longview Civic Circle Tree Lighting. We took over the organization of this event from the Chamber in 2000.

Our first year, we wanted to make this not just a tree lighting but a Tree Lighting Festival and started by contacting our local elementary schools to have the Kelso school kids make decorations for the Depot windows. We also added cookies & cider to be handed out. We then received enough donations to purchase the garland for our tree that sits atop the clock tower of the depot.

Each year we have managed to add more activities such as children's cookie decorating, face painting, and crafts. We've also incorporated food vendors, a holiday bazaar, prize drawings, singing entertainment, hayride and our Santa Express Train ride.

The Tree Lighting Festival is made possible by the generous donations of our committee members family & friends and local businesses. This event is attended by over 1,000 people and seems to be growing in numbers each year.

Prior to our take over, garland was purchased for the inside of the depot and street banners were also purchased in 1996. The garland is still in use, but has become a "shocking" hazard. The street banners have become discolored and torn. We have made due with handmade decorations, donations of prizes and cash, to offset expenses incurred since we took over in 2000.

We have never asked for contributions from the Chamber or from the City of Kelso but always relied on donations of cash & prizes from our local businesses and committee members. As the economy changes, our donations are becoming less and less each year. We are also competing with recent donation requests for the Kelso Highlander Festival and the lateness in the year for this event.

The reason we are now coming to the Lodging tax committee is that our decorations are over 12 years old and are in desperate need of replacing. We are also unable to use the downstairs of the depot as in the past years. We are incorporating our area to include

City Hall this year as well as the upstairs of the depot in hopes that downtown businesses will participate in this event and festival attendee's will patronize their establishments.

We take pride in our community and want to see Kelso thrive. We believe the Bigger & Better we can make this festival would mean tourism for Kelso

Your consideration in this matter is greatly appreciated.

Kelso Tree Lighting Committee

2009 and 2010 REQUEST FOR FUNDING

Instructions

1. Please type or print.
2. Answer each question within the space provided. Please do not include additional attachments or supplementary pages unless they are essential to our understanding of your project.
3. Attach the required documents.
4. Sign and date the application.
5. Send the completed application to:

Shelly Timm, Executive Assistant
City of Kelso
P.O. Box 819
Kelso, WA 98626

Applicant Information

Organization/individual	<input checked="" type="checkbox"/> Public	<input type="checkbox"/> Other	<input type="checkbox"/> Private	<input type="checkbox"/> Individual
Name	Kelso Highlander Festival			
Address	P.O. Box 819			
City	Kelso	County	Cowlitz	State WA
				Zip 98626

Contact Person

Name	Cory Mugaas	
Title	Co-Chair	Phone 423-0519

Project Information

Title and brief description of project: see attached description			
Geographic area served by this project		Number of people served by this project:	
Cowlitz County		4000	
2009	Amount requested from City of Kelso \$ 20,000.00	Total project cost: \$ 47,000.00	Date of project: From Sept 12 to Sept 13
2010	Amount requested from City of Kelso \$ 20,000.00	Total project cost: \$ 47,000.00	Date of project: From Sept 12 to Sept 11

FUNDING SOURCES FOR THIS PROJECT

List all firm commitments to date to fund this project:

Source	Amount
Sponsorship	10350.00
Advertising Fees	695.00
Various Fees	18,835.00
Misc. Sales	1850.00
Auction	785.25

List any other sources of funding you have applied for:

Source	Amount	Status
Sponsorship Golf Tournament - Foster Farms	8,000.00	unknown
Advertising Fees 2008	2,000.00	unknown
New Sponsors	1,000.00	unknown

Specifically how will this grant be used? How do you document your results?

This will be used for advertising, promotion and entertainment. We would like to print a brochure which can be used year-to-year. We would like to have entertainment that will draw more people to the festival. We advertise in local + regional newspapers + programs.

How will this project be financed in the future? books, radio, website, posters, tent cards.

Through sponsorship, fees, advertising + donations

Signature

Cory Mueas

Date

9-22-09

October 8, 2008

The Kelso Highlander Festival has always strived to be a cultural family oriented event. While drawing attendees and competitors from as far away as Canada, we have become one of the favorite Scottish festivals to attend in Washington. Our highland games again this year had so many competitors that we had to secure additional judges. We have added a women's team on Saturday for the team games because they are so popular. Our golf tournament is sponsored by Foster Farms is so popular now that it was sold out in a matter of weeks this year. The dance competition continues to bring highland dancers from all over the Pacific Northwest and Canada. Most of the competitors who came to the festival were from areas outside Cowlitz County. Not only do they come to the festival, but they bring their families and friends. We draw our clans, merchandise vendors and food vendors from all over as well. Our goal is to have a festival that Kelso will be proud of and people from all over the Pacific Northwest will want to attend. The fact that we do not charge a gate admission while other festivals charge a substantial amount makes this an affordable event for all. We are always looking for new sponsorship from various sources and we have obtained grants and donations in the past to build our dance stage, stage cover and to purchase large tents used for the festival and other city events.

AGENDA SUMMARY SHEET

AGENDA ITEM: An Interlocal
Agreement establishing a Medical
Insurance Rate Stabilization Pool.

SUBMITTED BY: Brian Butterfield,
Finance Director

AGENDA ITEM # _____
FOR AGENDA OF: 10/6/2009
ORIGINATING DEPT: Finance
DATE SUBMITTED: 9/30/2009
COST OF ITEM: _____
AMT. BUDGETED _____
CITY ATTY. APPROVAL _____
CITY MGR. APPROVAL _____

AGENDA ITEM PAPERWORK:
See attached Interlocal Agreement

SUMMARY STATEMENT

Currently City employees have the option of participating in the Kaiser program for their medical insurance. Annually the rates we pay for Kaiser insurance are adjusted based on two criteria: 50% is based on age & gender and 50% is based on actual claims paid for prescription drugs. Under the pool concept, annual adjustments will be based 100% on the actual claims of Pool members. In addition, under the Pooling concept members will realize reduced administrative costs.

The Kaiser rates for a family of four or more would decrease by \$300 annually for the year 2010 if the City decides to join the Pool. Any savings (if any) beyond 2010 cannot be determined at this time.

Interlocal Agreement

WHEREAS, the Interlocal Cooperation Act, Chapter 39.34, Revised Code of Washington (RCW), permits local governments in Washington State to develop and implement interlocal agreements regarding issues of common interest and concern;

WHEREAS, the CWCOC is an association of local governments and other agencies formed pursuant to Chapter 36.64.080 RCW, for the purposes of addressing issues of interest and concern that cross jurisdictional boundaries; it's membership includes county, city and special purpose district governments, a public community college, and a variety of non-profit agencies;

WHEREAS, the CWCOC's functions are to serve its members by providing a regional forum to address issues of mutual interest and concern, develop recommendations and provide a wide variety of technical and contractual services. The CWCOC's mission is to efficiently utilize resources so as to yield long-term benefits that enhance the quality of life for our communities and region;

WHEREAS, the CWCOC membership are experiencing unprecedented demands to provide services to their citizens and constituents with financial resources that are severely constrained if not reduced;

WHEREAS, the CWCOC members individually participate in a variety of medical insurance programs and each participates by varying degrees in wellness programs and all share experience and significant concerns for the impact medical insurance premiums are having on highly constrained financial resources;

WHEREAS, the CWCOC members recognize that, in order to provide health insurance for employees as economically as possible, jointly participating in a risk pool based on the combined size of all groups would achieve improved economies of scale while improving opportunities for broader based wellness initiatives and improved health behaviors resulting in significant benefits for both the employers and employees;

WHEREAS, to accomplish this requires CWCOC members to jointly participate in a health risk management program designed to manage risk and promote wellness;

WHEREAS, pooling will be for the purpose of setting future rate actions (be they increases, no change, or decreases), not for establishing specific rates on specific groups. The CWCOC agrees it would not be purchasing or entering into insurance contracts on behalf of participating entities;

WHEREAS, the pooling concept would not require that members change current levels of benefits offered or plan designs available to employees through carriers underwriting plans for the Pool and group agreements with participating carriers will be entered into by and between participating members and carriers just as they would outside of the Pool;

WHEREAS, the two most significant advantages of having smaller sized groups pool together as one large group is in the resulting lower administrative costs which are characterized as retention charges and having greater stability in the rating.

NOW, THEREFORE, the below signatories agree to participate in the Cowlitz-Wahkiakum Council of Governments Medical Insurance Rate Stabilization Pool, with the following provisions:

1. Pooling will be for the purpose of setting future rate actions (increases, no change, decreases), not for establishing specific rates on specific groups or negotiating any specific plan offerings. The CWCOG would not be purchasing or entering into insurance contracts on behalf of participating entities.
2. Any plan changes must be coordinated with the renewal(s) of the pool and incorporated into the underwritten rate action. There will be no more than three set renewal periods, to fall on or about January, July and/or October of each year.
3. The signatories to this agreement may have special districts and other organizations for which health care benefits are administered according to other agreements; as such, these jurisdictions and organizations are included in this agreement and likewise agree to participate.
4. Going into the pool, groups will be evaluated to ensure their plan rates are adequate for their risk; individual adjustments to the pooled adjustments may be necessary to get groups to an adequate level of funding in the initial year(s) of the program.
5. Each individual group entering the Risk Pool will be rated upon their own merit (i.e. experience, demographics and risk as appropriate for their currently enrolled size).
6. Calculations for the first and subsequent CWCOG Risk Pool renewals will be based upon the combined size, experience, demographics and risk of the entire pool.
7. Participating entities will be responsible for providing demographic/census information on a timely basis as may be required by the Pool and or insurance carriers.
8. Eligible entities agree to promote and administer at least the “core set” of Health and Wellness programs established by the CWCOG Risk Pool participants. The CWCOG will be responsible for a good faith effort to ensure these entities follow through on this commitment.
9. In the initial years of the program, concentration will be given by participating entities to promote employee participation in health risk assessments and biometric testing. Results will be used by CWCOG Risk Pool participants to help guide communication strategies that address areas of risk within the respective populations and establish the aforementioned “core set” of Health and Wellness programs.

10. A standing committee will be established to address health trends and wellness programs, review experience and related common interests, address other human resource topics related to health care and wellness, and address any responsibilities for administration of this Agreement. Each party will have one voting member on such committee. There is no separate legal or administrative entity created by this Agreement.
11. Participating entities agree to provide 180 days written notice to the CWCOG prior to withdrawal from the Agreement. Entities that decide to withdraw from the pool cannot rejoin any sooner than two years from the date of withdrawal.
12. It is not contemplated that there will be any jointly-owned property in the administration of this Agreement and thus no method is necessary to dispose of property upon partial or complete termination of this Agreement.
13. Interwest Benefit Consultants, Inc. located in Longview, Washington, shall be appointed as broker of record by participating CWCOG members, individually or collectively, for all associated lines of insurance coverage that utilize the CWCOG Risk Pool for underwriting purposes. Said appointment will be effective on the first day of coverage of the respective plan year or written policy and will continue throughout participation in the pool. Interwest Benefits Consultants, Inc. will provide services to pool participants that include but are not limited to assisting in the development and management of employee benefit programs, facilitate the renewal process and work as a liaison with the insurance carriers regarding plan design, underwriting, and pricing. Interwest Benefit Consultants will serve as the Pool's advocate and advisor in dealing with insurance companies and administrators to resolve issues involving claims, service, and regulations as well as assisting employers in communicating benefit packages to their employees.
14. Each party shall be liable and responsible for the consequences of any negligent or wrongful act or failure to act on the part of itself and its officers, employees and agents. No parties assume responsibility to any other party for the consequences of any act or omission of any person, firm or corporation not a part of this Agreement. Each party agrees to indemnify and hold harmless the other parties, its officers, employees and agents from any and all claims, actions, costs, damages and expenses of any nature arising out of or in conjunction with any act authorized by this Agreement.
15. Funding for the provisions herein shall be as provided each year in the respective budgets of each party to this Agreement.
16. Neither the parties to this Agreement nor the CWCOG shall assign, transfer, or encumber any rights, obligations, duties, or interests accruing or arising from this Agreement without the express prior written consent of the other. Subject to the foregoing, the Agreement will be binding upon, enforceable by, and inure to the benefit of, the parties and their successors and assigns.

17. Executed copies of this Agreement shall be filed by CWCOG as required by section 39.34.040 Revised Code of Washington prior to this Agreement becoming effective.

GENERAL PROVISIONS

1. **Governing Law.** The Agreement will be governed by the laws of the State of Washington and its choice of law rules. The parties irrevocably consents to the exclusive personal jurisdiction and venue of the federal and state courts located in Cowlitz County, Washington or the applicable federal court for such County, with respect to any dispute arising out of or in connection with the Agreement, and agrees not to commence or prosecute any action or proceeding arising out of or in connection with the Agreement other than in the aforementioned courts.
2. **Severability.** If any provision of the Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.
3. **Non-waiver.** Any failure by the parties to enforce strict performance of any provision of the Agreement will not constitute a waiver of the parties' right to subsequently enforce such provision or any other provision of the Agreement.
4. **Notices.** All notices and other communications required under the Agreement must be in writing, and must be given by registered or certified mail, postage prepaid, or delivered by hand to the party to whom the communication is to be given, at its address as follows: CWCOG, 207 Fourth Avenue No., Kelso, WA 98626.
5. **Legal Fees.** In any lawsuit between the parties with respect to the matters covered by the Agreement, the prevailing party will be entitled to receive its reasonable attorney's fees and costs incurred in the lawsuit, in addition to any other relief it may be awarded.
6. **Counterparts.** The Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
7. **Captions.** The captions in this Agreement are for convenience only and do not in any way limit or amplify particular provisions.
8. **Modifications or Amendments.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by all parties hereto.

This Agreement shall commence on January 1, 2010, and continue until December 31, 2010, and automatically renew on a year-to-year basis thereafter unless terminated by each and any parties to this Agreement by giving notice to CWCOC as provided herein.

[Attached will be appropriate signatory pages from each of the participating jurisdictions]

007 Mcd Ins Interlocal Agreement SH 09-21-09

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE:

Solid Waste & Recycling Service Contract w/
Waste Control Equipment, Inc.

Agenda Item: _____

Dept. of Origin: Engineering Department

For Agenda of: October 6, 2009

PRESENTED BY:

David M. Sypher, P.E.
Public Works Director

Cost of Item: _____

City Manager: Dennis Richards

AGENDA ITEM ATTACHMENTS:

Waste Control Equipment, Inc. Contract Agreement
Exhibit A – General Specifications and Scope of Work
Exhibit B – Compensation for Solid Waste Services
Exhibit C – Compensation for Recycling Services
Exhibit D – Drop-Site Facility Locations and Material Accepted

SUMMARY STATEMENT:

The City of Kelso has established continuous quality garbage service from Waste Control Equipment, Inc. since May 27, 1991 and has received excellent customer service at competitive prices. The current agreement expires December 31, 2009.

Staff has been in negotiations for this service contract renewal since spring 2009. The new contract is very similar to the existing contract with a few notable changes:

- Rate increases as shown
- Added Section 12.06 Rc: Diesel Fuel Surcharge
- Added Section 12.07 Rc: Street Damage Reimbursement \$152,600.00 per year
- Recycle Drop Site Maintenance Section 1.18

There has only been a 6% increase cost in garbage service to the City in the last ten years. However, the citizens experienced no increase in rates. During that same period the consumer price index rose 37.7%.

In 1999, the City had negotiated a "flat rate" contract with only limited CIP growth, since then the Solid Waste Budget has accumulated over \$620,000.00 in the Stabilization Fund. This reserve fund has enabled us to have zero rate increases to the public in ten years. This fund will also provide for limiting the rate increase to 2% in 2010 and limit the following five years to be less than 3% each year plus CIP growth. Kelso's residential rates for ten years have been \$10.30/month. The 2010 increase is projected to raise the residential rate to \$10.51/month. In contrast Longview's current rate is \$15.45/month and is expected to rise in 2010. Approximately \$3.50/month per customer is attributed to Longview's curbside recycling costs. Kelso's Recycling Drop Station system costs approximately \$0.50/month.

The proposed contract also includes a charge for street damage. A total of \$152,600.00 will be paid by Waste Control to the Street Fund each year.

Waste Control Equipment, Inc. shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide solid waste and recycling collection, removal and disposal services within the jurisdiction of the City of Kelso as specified in the attached contract documents.

This agreement will be effective on and after January 1, 2010 and shall be effective for one ten (10) year term ending on December 31, 2019.

FINANCIAL SUMMARY:

See above summary

RECOMMENDED ACTION:

Staff recommends council make a motion approving City of Kelso to enter into the attached agreement with Waste Control Equipment, Inc. for solid waste and recycling services to be effective January 1, 2010.

**CONTRACT AGREEMENT
FOR
SOLID WASTE AND RECYCLING SERVICES**

THIS CONTRACT made and entered into this ____ day of _____, 2009, by and between the City of Kelso, a Municipal Corporation of Cowlitz County, Washington (hereinafter called the "City"), and Waste Control Equipment, Inc. a Washington corporation (hereinafter called the "Contractor").

W I T N E S S E T H :

WHEREAS, the City of Kelso has established continuous quality garbage service from Waste Control Equipment, Inc. since May 27, 1991 and has received excellent customer service at competitive prices.

NOW, THEREFORE, in consideration of the following mutual agreement promises and covenants, it is understood and agreed by and between the parties hereto as follows:

1. This Agreement shall be effective on and after January 1, 2010, and shall be effective for one ten (10) year term, beginning January 1, 2010 and ending on December 31, 2019. The Agreement may be extended as provided for in Exhibit A, General Specifications and Scope of Work.
2. The Contractor is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the City to collect and dispose of garbage, refuse and rubbish (hereinafter "solid waste") as set forth and described in Exhibit A, General Specifications and Scope of Work, and other Exhibits attached and incorporated into this Agreement, and said Contractor shall furnish all personnel, labor, equipment, trucks, and all other items necessary to provide solid waste and recycling collection, removal and disposal services as so described and specified, and to perform all of the work called for and described in the contract documents.
3. This Agreement shall include the following documents, and this contract does hereby expressly incorporate same herein as fully as if set forth verbatim in this Agreement:
 - a) This document;
 - b) Exhibit A, General Specifications and Scope of Work;
 - c) Exhibit B, Compensation for Solid Waste Services;
 - d) Exhibit C, Compensation for Recycling Services;
 - e) Exhibit D, Drop-Site Facility Locations and Material Accepted;
 - f) The approved, actual letter of credit. (received following contract execution)
4. All provisions of the Agreement documents shall be strictly complied with and conformed to by the Contractor, and no amendment to this contract shall be made except upon the written consent of the parties. No amendment shall be construed to release

either party from any obligation of the contract documents except as specifically provided for in such amendment.

5. This Contract is entered into subject to the following conditions:

- (a) The Contractor shall procure and keep in full force and effect throughout the term of this contract, all insurance policies and letter of credit specified in and required by this Agreement and the documents described in Section 3 hereof.
- (b) The Contractor shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulations, fire accident, act of God, terrorist acts, or other similar or different contingency beyond the reasonable control of the Contractor.
- (c) In the event that any provision or portion thereof of any contract document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any contract document shall not affect the validity or enforceability of any other provision of the contract documents.

6. Each of the parties of this Agreement shall remain independent from each other, and the Contractor shall remain an independent contractor. No agent, employee, servant, volunteer, or representative of either of the parties shall be deemed to be an agent, employee, servant, volunteer, or representative of the other party, for any purpose.

IN WITNESS WHEREOF, we, the contracting parties, by our duly authorized agent, hereto affix our signatures and seals at Kelso, Washington, as of this ____ day of _____, 20 ____.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF KELSO, a Municipal Corporation
of the State of Washington

BY _____
City Manager

WASTE CONTROL EQUIPMENT, INC.

BY 
President

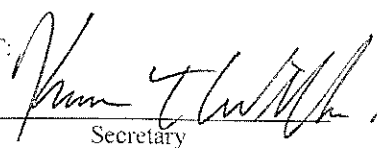
ATTEST: 
Secretary

EXHIBIT A

SOLID WASTE AND RECYCLING COLLECTION AND DISPOSAL

GENERAL SPECIFICATIONS AND SCOPE OF WORK

1. **DEFINITIONS**

1.01	Automated Container
1.02	Automated Collection
1.03	Baseline Fees
1.04	Bulky Waste
1.05	City of Kelso
1.06	Commercial Units
1.07	Construction Debris
1.08	Contract Documents
1.09	Contractor
1.10	Disposal Site
1.11	Drop Box
1.12	Front Loader Container
1.13	Garbage
1.14	Hazardous Waste
1.15	Multiple Family Units
1.16	Pick
1.17	Producer
1.18	Recycling Drop-Sites
1.19	Recyclable Material/Recycling Material
1.20	Refuse
1.21	Residential Unit
1.22	Rubbish
1.23	Solid Waste
1.24	Solid Waste & Recycling Manager
1.25	Stable Matter
1.26	Stationary Packer

2. **SOLID WASTE COLLECTION**

2.01	Service Provided
2.02	Compensation Fees

3. **RECYCLING COLLECTION**

3.01	Service Provided
3.02	Accounting, Separation, Packaging and Storage
3.03	Marketing
3.04	Monthly Marketing Report and Payment

4. **SOLID WASTE & RECYCLING COLLECTION OPERATIONS**

4.01	Hours and Days of Operation
4.02	Routes of Collection

- 4.03 Holidays
- 4.04 Complaints
- 4.05 Collection Equipment
- 4.06 Office
- 4.07 Hauling
- 4.08 Disposal
- 4.09 Notification
- 4.10 Point of Contact
- 4.11 Strikes and/or Lockouts
- 4.12 Contingent Use of Equipment and Garbage Containers
- 4.13 Books and Records
- 4.14 Modifications to Service Level
- 5. **COMPLIANCE WITH LAWS**
- 6. **NON-DISCRIMINATION**
- 7. **INDEMNITY**
- 8. **LICENSES AND TAXES**
- 9. **TERM**
- 10. **INSURANCE**
- 11. **LETTER OF CREDIT**
 - 11.01 Letter of Credit
- 12. **BASIS AND METHOD OF PAYMENT**
 - 12.01 Rates
 - 12.02 Modification to Rates
 - 12.03 City to Act as Collector
 - 12.04 Delinquent and Closed Account
 - 12.05 Contractor Billings to City of Kelso
 - 12.06 Diesel Fuel Surcharge
 - 12.07 Street Damage Reimbursement
- 13. **TRANSFERABILITY OF CONTRACT**
- 14. **EXCLUSIVE CONTRACT**
- 15. **OWNERSHIP OF MATERIAL AND EQUIPMENT**
- 16. **PURCHASE OF CONTRACTOR'S EQUIPMENT AND PROPERTY**
- 17. **ANNEXATION OF SERVICE AREA**

1. DEFINITION

1.01 Automated Container

A roll-out receptacle with a capacity of 60 to 90 gallons constructed of plastic, having handles and wheels, and having a tight-fitting lid capable of preventing entrance into the container by animals. It shall also include stationary receptacles with a capacity of 300 to 350 gallons (aka "tubs"), constructed of plastic, and having large and small tight-fitting lids.

1.02 Automated Collection

A system of collection utilizing a type of truck whereby the contents of the refuse collection containers used by the producer can be dumped into the truck, without the operator having to leave the cab of the truck and the total crew is composed of one individual. The automated collection truck is a truck that is capable of performing "fully automated collection" functions as defined herein.

1.03 Baseline Fees

The fee charged by the Contractor to the City for the sorting, bundling, storage, sale and transfer of recyclable material.

1.04 Bulky Waste

This shall include but will not be limited to stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for containers.

1.05 City

City of Kelso, Washington

1.06 Commercial Units

Place of business within the City limits, including but not limited to industrial establishments, institutions and public buildings, nursing homes, retirement complexes, churches and schools.

1.07 Construction Debris

Waste building materials resulting from construction, remodeling, repair or demolition operations, except substances considered as hazardous waste.

1.08 Contract Documents

The Contract, Contract Amendment, General Specifications, Scope of Work, Compensation Exhibits, Letter of Credit, and any amendments and/or changes to the foregoing documents as agreed to by the City and Contractor.

1.09 Contractor

The person, corporation, or partnership performing solid waste and recycling collection and solid waste disposal for the City, under the terms of this contract.

1.10 Disposal Site

A solid waste depository, including but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved for processing or final disposal of solid waste by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

1.11 Drop Box

A receptacle with a capacity of 20, 25, 30 or 40 cubic yards, constructed of steel and designed for pick up and roll off by a collection vehicle. Solid, weather-tight lids may be provided at the request of the customer for an additional fee.

1.12 Front Loader Container

Upright one to six yard metal container with a metal or plastic lid and side mounted metal pockets used for front pick up.

1.13 Garbage

Every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decompositions of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including but not limited to, used tin cans and other food containers, and all putrescible or easily-decomposable waste animal or vegetable matter which is likely to attract flies or rodents, except (in all cases) any matter included in the definition of bulky waste, construction debris, dead animals, hazardous waste, bio-medical waste, rubbish, or stable matter.

1.14 Hazardous Waste

Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law.

1.15 Multiple Family Units

Multiple family units shall include, but will not be limited to, any multiple family dwelling complex which houses more than five (5) units.

1.16 Pick

One container being emptied into a collection vehicle.

1.17 Producer

An occupant of a residential or multiple family or commercial unit who generates refuse.

1.18 Recycling Drop-Sites

A number of non-manned locations placed within the City, designed to receive selected recyclable materials for the express purpose of offering Kelso residents the opportunity to recycle. Recycling material is to be delivered to the site(s) by the residents, and deposited into a number of clearly marked containers.

Waste Control shall maintain the front load containers for the drop site recycling in the City of Kelso. This includes the repair, maintenance and painting of all front load and drop boxes used at the Kelso drop sites. Waste Control will pick-up and redeliver, wash, repair, sandblast, and paint, new rods and lids and decals for all front load containers once per five year period for a annual fee of \$4,554.00 for the front load containers and an annual fee of \$1200.00 for the three drop boxes done every five years for a total of \$5,754.00 per year to be billed annually to the City of Kelso by Waste Control. This price is subject to Section 12.02 and does not include damage by fire.

<u>Location</u>	<u># of Containers</u>	<u>Location</u>	<u># of Containers</u>	<u>Location</u>	<u># of Containers</u>
Super Eight	2 – Mixed Paper	Super Site	2 – Mixed paper	Huntington	1 – Mixed Paper
	5 – OCC		4 – OCC		3 – OCC
	4 – Plastic		1 – Tin/alum		1 – Tin/alum
	1 – Tin/alum		4 – Plastics		2 – Plastic
	30 yd Glass box		2 – News		1 – News
	30 yd News box		30 yd Glass box		
	1 – Oil basin		1 – Oil Basin		
Costs					
	Container	Drop Box			
Pick up/Del	\$50.00	\$150.00			
Wash	\$30.00	\$0.00			
Repairs	\$25.00	\$100.00			
Blast/Paint	\$400.00	\$1500.00			
Lids/Rods install	\$115.00	\$0.00			
Decals	\$20.00	\$100.00			
Del/Pu Paintshop	\$50.00	\$150.00			
Totals:	\$690.00 x 33 = \$22,770.00	\$2000 x 3 = \$6000.00			

1.19 Recyclable Material/Recycling Material

Any item that is identified by the City as having a monetary value worth the time and effort of separating from residential, multiple family and/or commercial garbage.

1.20 Refuse

All garbage and rubbish generated by a producer at a residential, multiple or commercial unit.

1.21 Residential Unit

A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than five (5) units. Condominiums shall be considered residential units for solid waste purposes. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto.

1.22 Rubbish

All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as packaging, or mineral or metallic substances, and any or all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste, and stable matter.

1.23 Solid Waste

The term "solid waste" shall be deemed to mean garbage, refuse and rubbish, and dropbox construction debris; as such terms are defined herein.

1.24 Solid Waste & Recycling Manager

The individual designated by the Public Works Director to represent the City in all matters pertaining to administration of this contract, and during his/her absence, shall mean the Public Works Director or his designee.

1.25 Stable Matter

All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

1.26 Stationary Packer

A receptacle of variable capacity constructed of steel and designed to compact refuse, which is picked up by a drop truck or front loading collection vehicle.

2. SOLID WASTE COLLECTION

Solid waste services shall consist of furnishing and providing supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with these general specifications.

2.01 Service Provided

a) Automated Garbage Collection

The Contractor shall provide automated garbage collection service for the collection of solid waste from each residential, multiple family, and commercial unit within the City limits. All other services such as drop box, stationary packer, and front loader collection service shall also be provided to those commercial units requesting such service. However, dropbox service for construction debris shall be exclusive to the Contractor.

Automated collection service shall be utilized as much as possible throughout the service area, provided however, that the physical characteristics of certain City and private streets and alleys may not be conducive to automated collection. The Contractor shall designate those areas within its total route design where it proposes to provide other than automated collection service. The City and the Contractor shall mutually agree on such areas, and on the means and cost of providing alternative service.

b) Location of Containers For Collection

For collection, each automated container shall be placed adjacent to the paved or traveled public or private roadway or alley by the producer, unless otherwise provided for in this Contract. Containers shall be placed as close to the roadway as practicable, within the reach of the automated collection truck equipment, without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the roadway or alley, containers shall be placed as close as possible to an access point for the collection vehicle.

Stationary containers shall be placed in alleys, parking lots, adjacent to buildings, or in other locations so as not to unduly interfere with the safe traffic and pedestrian movements, yet remain accessible for Contractor's trucks to pick the containers. Locations of stationary containers shall be subject to the approval of the Solid Waste Manager and the Contractor.

In the event that the producer elects to situate the container(s) at a location other than the location the City has designated as the appropriate point of placement for collection, the producer shall either move the container(s) to the agreed upon point of collection, at the time of collection, or pay special handling fees as provided for in Exhibit B, for movement of the container by the Contractor. Where possible in these situations, the Contractor shall position its collection trucks onto private property, provided that doing so does not substantially increase the Contractor's liability risk during collection, and the property owner does not prohibit such activity.

Containers shall be oriented properly for automated or drop-box collection. The Contractor may decline to collect any container due to the improper placement or orientation of the container, provided, however that the City may authorize collection of the container, subject to special handling fees described in Exhibit B.

In the event that a container is not at its designated location prior to the Contractor's collection truck arriving at that location during its normal route collection, the Contractor shall return at least once at a later time to attempt collection, at no additional cost. However, if this occurs more than once for a given producer in any week, the Contractor shall be obligated to make only one such second collection attempt at no additional cost. The Contractor shall also return at least once at a later time, at no additional cost, to attempt collection when a container is at its designated location, but is blocked or otherwise inaccessible. Thereafter, a return trip fee shall be charged. In the event of a dispute between the Contractor and a producer as to whether a return trip fee should be imposed, the Solid Waste Manager's decision shall be final and binding upon the Contractor.

c) Private Streets and Alleys

The Contractor shall not be obligated to travel upon private streets and alleys if such traveled ways cannot safely accommodate the collection trucks, or where the owner prohibits access. The Contractor and the City reserve the right to require the property owner to hold the Contractor and the City harmless from damage to the private roadway or alley caused by the weight of the collection truck. In the event the property owner refuses to hold the Contractor and the City harmless from such damage, the Contractor shall not be obligated to travel upon that private street or alley.

d) Frequency of Collection

Unless otherwise provided for by City ordinance, Contractor shall collect solid waste from residential units at least once each week. Commercial and multi-family units shall receive solid waste collection service at the frequency requested by the producer, or as needed as determined by the Solid Waste Manager. Except for producers renting drop boxes, front-loading containers, or compactors of twenty (20) yards capacity or larger, all multiple family and commercial units shall receive collection service at least once each week. The Contractor shall provide collection service for stationary and self-contained compactors at such intervals as determined by the Solid Waste Manager.

e) Utilization of Containers

The City reserves the right to determine the type of container appropriate for use by certain commercial producers who may not fit normal service patterns. In situations where multiple commercial or multiple family units occupy a common facility or interconnected facilities, or in similar situations, the Contractor agrees that the City may authorize such producers to jointly utilize a single container or series of containers for collection. In such cases, the Contractor shall be compensated at the applicable rate for the type of container.

f) Special Collection Services

The Contractor shall provide for special service for collection from residential multiple family, and commercial units of bulky waste, construction debris and stable matter upon such terms as specified by the Contractor. Also, the Contractor may provide special service for collection and disposal of bio-medical or hazardous waste at residential, multiple family or commercial units at their sole discretion and upon such terms as Contractor shall specify. The Contractor may provide special service for collection of construction debris, but will not have the exclusive right or requirement to do so, except for dropbox service.

g) Deluxe Collection Service

The Contractor shall provide deluxe collection service, meaning the picking up of container at a residential, multiple family, or commercial location other than the placement location designated by the City or the Contractor. The Contractor shall be compensated for such services as established in Exhibit B. The Solid Waste Manager shall determine the distance (in feet) that is used to establish the deluxe collection service fee to be charged the producer.

h) Special Service for Physically Disabled

At the request of the City's Solid Waste & Recycling Manager, the Contractor shall make special provision, at no additional cost for collection the container(s) of physically disabled producers. The Contractor is responsible to roll the container(s) from the residence to the collection truck, empty the container into the truck, and return the container(s) to the place that the container(s) were originally located.

i) Christmas Tree Collection

The Contractor shall provide a means, without additional cost to the City, for the annual collection of discarded Christmas trees.

j) Weekend Commercial Service

Arrangements must be made by the Contractor with those commercial producers with larger than normal volumes of garbage, to provide them with adequate storage on Sunday when there is no collection service. The Contractor may, with the commercial producer's agreement, eliminate Saturday collection service.

k) Overstuffed Containers

Overstuffed containers shall be picked up by the Contractor during their regularly-schedule route collection period. Such containers shall be documented and photographed, and this information shall be forwarded to the City on a daily basis. After the overstuffed container has been documented and photographed, the Contractor shall proceed to empty the container at no additional cost to the City. Upon receipt of such documentation, the City will initiate procedures to warn the producer of the overstuffed condition, and to evaluate and increase their level of service if warranted. After an overstuffed container is documented for a single (or shared) producer(s) on three (3) consecutive scheduled pick-up days, the Contractor shall receive additional compensation for servicing the overstuffed container, starting on the fourth (4th) consecutive pick-up day with a documented overstuffed container. Compensation for such service will be made at the contract price for each overstuffed container picked on the same scheduled pick-up day. An overstuffed container is defined as one where the large and/or small lids cannot be completely closed because of overfilling.

l) Three Rivers Mall

The Contractor acknowledges that approximately 55 small businesses (tenants of the Three Rivers Mall) dump their containers or cause them to be dumped into a compactor which is exclusively dedicated to such purpose. It is agreed that the cost of dumping the Compactor is included in the commercial 90 gallon waste container charge assessed to the mall tenants described above, and that no additional charges will be imposed for dumping the compactor.

m) Overweight Containers

Overweight containers (exceeding 1,000 lbs.) shall be tagged and documented on the Tag List, which shall be sent by the Contractor to the City for approval of a special pick-up of the overweight container.

n) Tagged Containers

The Contractor is not obligated to collect a solid waste container for any of the infractions listed below. If a container is not collected because of an infraction, the container must be tagged with a Contractor's informational tag. This tag should inform the producer why the container was not collected, and include a telephone number to call for information about the infraction. If the City directs the Contractor to return to pick

the container, the City will pay the Contractor in accordance with Exhibit B. The Contractor shall submit a Tag List of all tagged containers to the Solid Waste & Recycling Manager within a 24-hour period.

Solid Waste Infractions:

- Overweight container
- Container positioned backwards
- Objects protruding from container that will impede proper automated collection
- Access to the container is blocked
- Containers too close together (less than 4 ft)
- Container too far from traveled way; not accessible to the collection truck

o) Locking Containers

The Contractor shall provide a means to lock all containers. Upon the request of a producer, the City will require the Contractor to install a locking device rendering the container accessible only to the respective producer. The producer will be provided a key for unlocking the containers and will be responsible for unlocking the containers on collection day(s) or for paying the additional fee if the container is not unlocked. The Contractor shall install and maintain the locking device in a workable condition. For each container actually locked, the Contractor shall receive an installation fee, plus an additional amount per container per month as specified in Exhibit B.

p) Minimum Standards of Performance

The Contractor shall respond to requests for customer service. In order to assure a reasonably prompt response and good customer relations, the following minimum standards of performance are established, as well as respective penalties for failing to meet these standards. The time allowed to satisfy the request will commence when the request is communicated to the Contractor by the City. The time to complete a task may be extended or waived at the City's discretion for circumstances beyond the control of the Contractor.

Prior to the assessment of penalties, the Contractor will be provided an opportunity to explain the circumstances causing the failure to complete the task as specified, and justify the delay. Such information will be taken into consideration regarding assessment of penalties. All penalties assessed for failing to meet the specified performance standards shall be deducted from amounts due the Contractor for performance of other contract requirements. No task will be reported as complete until the work has been completed.

TASK	TIME TO COMPLETE TASK	PENALTY
Pick up containers routed but missed	24 Hours	\$15 Per day thereafter
Deliver container	48 Hours	\$20 Per day thereafter

Remove container	48 Hours	\$15 Per day thereafter
Provide special container pickup service	24 Hours	\$15 Per day thereafter
Cleanup traveled way (public or private)	48 Hours	\$50 Per day thereafter
Repair container (still useable)	7 Days	\$20 Per day thereafter
Replace container (not useable)	48 Hours	\$20 Per day thereafter
Pick up Kelso downtown containers	24 Hours	\$50 Per day thereafter
Wash/clean container	7 Days	\$15 Per day thereafter
Remove leaking truck from service	2 Hours	\$50 For remainder of day \$50 Per day thereafter
Clean truck spills/leaks (i.e. hydraulic fluid, oil)	2 Hours	\$50 For remainder of day \$50 Per day thereafter
Failure to provide Tag List	24 Hours	\$15 Per day thereafter

2.02 Compensation Fees

The City shall compensate the Contractor each month for services provided in accordance with the provisions of this contract, and by the rates as set forth in Exhibit B of this contract.

3. RECYCLING COLLECTION

Recycling services shall consist of furnishing and providing supervision, collection trucks, labor and all other items necessary to complete said work in accordance with these general specifications.

3.01 Service Provided

a) Collection Service

The City shall provide, maintain and repair, at its sole cost and expense, all recycling containers used within City operated drop-site recycling locations. The type of recycling container used for collection is six (6) yard stationary metal front loader container with plastic lids. If requested by the City, a 20, 30, or 40 yard drop box may also be used as collection container. Other types of containers may be used upon the mutual consent of the City and the Contractor.

The Contractor shall provide, staff, operate, and maintain all collection trucks needed to service the City's drop-site recycling containers all trucks and equipment shall be kept in good repair, appearance, and in sanitary condition at all times.

The Contractor shall collect recycling material from each of the drop-site facilities on a regular schedule, as approved by the Solid Waste & Recycling Manager. Extra care shall be taken during the loading and transportation of all recyclable materials to ensure that none of the material collected is left either on private property or on public streets. Any materials left on private or public property shall be cleaned up within two (2) hours after notification from the Solid Waste & Recycling Manager. If the Contractor fails to clean up such material within the required time, penalties may be assessed against the

Contractor, and/or the City may cause such material to be cleaned up by other means, and the Contractor charged the full expense of the clean up.

b) Drop-Site Monitoring and Maintenance

The Contractor shall monitor and check each drop-site facility daily (Saturdays, Sundays and holidays excepted). Each site will be checked for cleanliness and scattered recycling material or garbage.

A drop-site facility shall be considered clean when it is free of recycling material not placed inside containers, and free of miscellaneous non-recyclable debris. Any non-recyclable material found at a drop-site, or when notified of such by the Solid Waste & Recycling Manager, shall be removed and disposed of immediately by the Contractor. Removal of hazardous or bio-medical waste from a drop-site facility shall be coordinated with the City, who may contract with another firm to remove such waste in lieu of requiring the Contractor to remove the waste. The City shall be responsible for the disposal fees associated with any non-recyclable material removed from a drop-site locations.

As part of its drop-site monitoring requirements, the Contractor shall also observe the condition of the site, containers, fencing, and City signs, and shall promptly notify the City of any items needing maintenance and repair. The City shall be responsible for the maintenance and repair of those items.

c) Recycling Containers

All containers which receive aluminum, newspaper, or cardboard will have the ability to be locked. Initially, the Contractor will lock and unlock only the containers for aluminum, each time that the container is picked. This service will be done at no cost to the City. By mutual agreement between the City and the Contractor, the containers of other recyclable material shall be locked and unlocked by the Contractor each time that the container is picked, at no additional cost to the City.

d) Drop-Site Facilities

The City has established a number of conveniently located drop-site recycling facilities throughout the community. The purpose of these sites is to offer a recycling option to our City residents.

Each drop-site facility provides a number of clearly marked containers which accept various recycling material.

The success of this program requires that each participating resident deposit recycling material into only those containers designated to receive that type of recyclable material.

For a complete listing of the Recycling Drop-site facilities and the recycling materials accepted, refer to Exhibit E. Drop-site facilities, and recyclable material, may be added or deleted by mutual agreement between the City and the Contractor.

e) Recycling Material Recovery Facility

The Contractor shall maintain a recycling processing center. The recycling material recovery facility shall accept all recyclable material as defined in this agreement, and shall be capable of processing the material to the degree necessary to be sold at the highest reasonably attainable price in the recycling market. The processing center shall have the capacity to receive, process and store all recyclable material collected from all drop-site facilities in one collection cycle. There shall also be sufficient space at the processing center to store the material from one additional collection cycle in the event of processing equipment failure or down time.

All recyclable material not collected from the City's drop-site facilities shall constitute property of the Contractor, and shall be kept separate from materials collected, sorted, separated and packaged pursuant to this Contract. Accurate records of all such materials shall be maintained at all times separately from all materials collected in accordance with this Contract.

f) Minimum Standards of Performance

The Contractor shall respond to requests for customer service. In order to assure a reasonably prompt response and good customer relations, the following minimum standards of performance are established, as well as respective penalties for failing to meet these standards. The time allowed to satisfy the request will commence when the request is communicated to the Contractor by the City. The time to complete a task may be extended or waived at the City's discretion for circumstances beyond the control of the Contractor.

Prior to the assessment of penalties, the Contractor will be provided an opportunity to explain the circumstances causing the failure to complete the task as specified, and justify the delay. Such information will be taken into consideration regarding assessment of penalties. All penalties assessed for failing to meet the specified performance standards shall be deducted from amounts due the Contractor for performance of other contract requirements. No task will be reported as complete until the work has been completed.

TASK	TIME TO COMPLETE TASK	PENALTY
Pick up containers routed but missed	24 Hours	\$15 Per day thereafter
Provide special container pickup service	24 Hours	\$15 Per day thereafter
Cleanup of site and/or traveled way (public or private)	48 Hours	\$50 Per day thereafter
Remove leaking truck from service	2 Hours	\$50 For remainder of day \$50 Per day thereafter

Clean truck spills/leaks (i.e. hydraulic fluid, oil)	2 Hours	\$50 For remainder of day
		\$50 Per day thereafter
Failure to provide Tag List	24 Hours	\$15 Per day thereafter

g) Potential Recycling Service Increases

It is anticipated that at such time as technology becomes available, the City may desire that yard waste (which includes leaves, grass, and clippings of woody, as well as fleshy plants) may be subject to collection and disposition by the Contractor. It is also anticipated that this Contract may be amended to provide for collection of recyclable materials from commercial and industrial establishments with the City. The parties hereto may modify this Contract as needed to provide for the collection, disposition and payment therefore for such material, and shall make reasonable attempts to reach agreement on such a contract amendment.

3.02 Accounting, Separation, Packaging and Storage

All materials collected by Contractor shall be carefully weighed and/or otherwise measured, and records kept identifying the amounts of each recyclable commodity obtained from the City drop-off sites. In order to do so, all such materials shall be taken to a sorting area maintained by or available to the Contractor, where all such materials shall be sorted and separated into as many commodities as the City and the Contractor shall agree upon as being marketable. It is the intent of this provision that all such material shall be separated into marketable amounts of saleable commodities, and sold for the highest reasonably obtainable price.

Each commodity shall be bundled, baled or placed into designated containers for shipment or transfer to purchasers, or for storage pending such shipment or transfer. The Contractor shall provide suitable storage facilities pending shipment or transfer for all commodities to all purchasers thereof. The Contractor shall pay for the cost of transport for all commodities to all purchasers thereof, except in the case of glass. The cost to pick, sort and transport glass will be paid by the City as set forth in Exhibit C of this Contract.

3.03 Marketing

The Contractor shall act as the City's marketing agent in the sale of all recyclable material, and shall make all reasonable efforts to seek out and obtain the highest available prices. Recognizing that the Contractor may sell a type of recyclable material multiple times during a month, the Contractor will use the average of their sale prices for the month to determine the amount owed to the City that month for that particular commodity. In consideration for such marketing activities, Contractor shall be entitled to receive baseline fees for each commodity as set forth in Exhibit C, which is attached hereto and incorporated herein by this reference. All commodity sale proceeds in excess of the baseline amounts shall be paid to the City.

The Contractor shall not dispose of any recyclable material into a landfill without prior authorization from the City. Except under unique circumstances, such authorization intended to be given only for contaminated material that cannot be sold in the recycling market. Landfill disposal fees, when authorized by the City, will be paid by the City. Violation of this provision shall result in damage assessment charged to the Contractor, in the amount of \$100 per occurrence, unless waived by the Solid Waste & Recycling Manager. In addition, the Contractor shall pay all disposal fees for material disposed of in a landfill without prior authorization from the City.

3.04 Monthly Marketing Report and Payment

The Contractor shall submit monthly program reports and payments throughout the duration of the contract. These reports shall be on or before the 15th of each month, providing details of the prior month's activities and payment of the City's commodity revenue. At a minimum, the report shall include the following:

1. Summaries of tonnage of material collected, by material, from each drop-site facility.
2. Summaries of tonnage of non-recyclables and contaminants disposed of, from each drop-site facility.
3. Average market price received for each material sold during the month. The City will maintain the confidentiality of this information to the maximum extent possible within public disclosure laws.
4. Summaries of problems encountered and service complaints, by site, and how they were resolved.
5. Payment to City for all revenue generated for that month's recycling commodity sales, in excess of any applicable baseline fees as described in Exhibit C.

4. SOLID WASTE & RECYCLING COLLECTION OPERATIONS

4.01 Hours and Days of Operation

Collection days for solid waste shall be Monday through Saturday. Collection days for recycling shall be Monday through Friday. Collection of solid waste and recycling shall not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be allowed only upon the mutual agreement of the City and the Contractor, or when the contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. The Contractor shall obtain approval from the City to operate outside the above mentioned time periods.

Where possible, and when requested by the Solid Waste Manager, the Contractor shall schedule its collection of schools and businesses for either the early morning or late afternoon hours, to minimize disruption of their activities and conflicts with their vehicle and pedestrian traffic.

4.02 Routes of Collection

Solid waste collection routes shall be established by the Contractor. The Contractor shall submit a color-coded map designating the collection routes to the City for its information and use. The Contractor shall publish a map of its current collection routes at least once each calendar year, at the request of the City. Such a map shall be published at the Contractor's expense in the local newspaper selected by the City of publication of its legal notices. These maps shall be updated and submitted by January 1 of each new calendar year. The published map shall be of such size to clearly show all pertinent information. The Contractor may change their routes, as it deems necessary. Upon making changes, the Contractor shall promptly give written and published notification to those residential and/or commercial units that are affected.

4.03 Holidays

The following shall be holidays for purposes of this Contract:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

The Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but such decision in no way relieves the Contractor of his obligation to provide solid waste collection service at least once per week to residential and/or multiple family units. Producers and the City shall be notified of any changes in collection days a minimum of one week in advance of the change. The Contractor is obligated to notify producers of these changes through radio and newspaper advertising during the week before the change in service.

In regards to drop-site recycling collection, the Contractor may decide to observe any or all of the above-mentioned holidays, but such decision in no way relieves the Contractor of his obligation to provide the city with the agreed upon levels of service required at the various recycling drop-site locations.

4.04 Complaints

All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the missed container(s) within 24 hours after the complaint is received. If there is no mutual agreement between the Contractor and the customer, the matter shall be directed to the City for resolution. The City's decision shall be final.

The Contractor shall maintain a written log of all complaints and their resolution, and make it available to the City on request. The Contractor shall provide the City a current, prioritized list of names of employees who can be contacted to resolve solid waste and recycling related issues and complaints. This list will include all respective telephones, cellular phone, and/or pager numbers.

4.05 Collection Equipment

a) Collection Vehicles

The Contractor shall provide an adequate number of automated collection and front loading and/or drop collection trucks. All trucks and other equipment shall be free of any leaks, kept in good repair, good appearance, and in a sanitary condition at all times.

b) Leaking Trucks

Immediately upon finding any fluids leaking from any collection vehicle, or being notified of a leak, whether it is hydraulic fluid or other liquids, the Contractor shall suspend services with the truck experiencing the problem and said truck shall be serviced. The Contractor will see to it that the remaining residential, multiple family, commercial units, and/or drop-site recycling sites shall still receive collection service for that day. It is the responsibility of the Contractor to clean any leaks or spills that occur from their trucks within the City limits within two (2) hours from the point of notification. All costs associated with the clean-up activities shall be borne solely by the Contractor.

c) Contractor's Identification on Trucks

Each collection truck shall clearly display (on each side of the truck) the identity and telephone number of the Contractor. Any truck not meeting these requirements will be removed from service and not returned until the necessary changes are completed.

d) Size of Containers

All solid waste containers shall have the capacity of either 60 or 90 gallons for residential and multiple family units, or up to 350 gallons for commercial or multiple family units. However, the rate charged by the Contractor to the City and the rate charged by the City to the producers will be the same for either a residential 60 or 90 gallon container, as

specified by the City. Commercial units may also subscribe to either a 60 or 90 gallon container, provided the waste generated will adequately fit inside the container being requested. Commercial units may also choose front load container solid waste service of 1 yard, 2 yards, 3 yards, 4 yards, or 5 yards container size. Alley service shall be 300 to 350 gallon containers unless specified otherwise by the City.

e) Specifications for Containers

Automated containers shall be stable and self-balancing when in the upright position, whether loaded or empty and shall have the ability to be collected by the current automated collection vehicles. Automated containers shall withstand without damage, ambient temperature extremes ranging from -30 degrees to 150 degrees F., under 200 pounds total compressing force applied from opposite sides by the clasp arms. Automated containers shall be manufactured with smooth surfaces.

Resin weight of plastic after processing without hardware:

90-gallon container – 40 lbs.

300-gallon container – 85 lbs.

Lids on each automated solid waste container shall be furnished, molded from the same material as the container, and shall be of such configuration that they shall not warp, bend, slump, or distort to such extent that they no longer fit the container properly or become otherwise unserviceable. Lids shall open to 110 degree angles and shall be attached to the automated container. Use of a metal piano hinge is prohibited. Container lids shall have the same constructed thickness as the container base. The handle shall be located in such a way as not to interfere with the lifting device.

It shall be the responsibility of the Contractor to make inventory of those containers that are in need of replacement and/or repair. The driver of the collection vehicle shall immediately alert the Contractor's supervisor(s) of containers appearing to be damaged. This includes any container that has a missing or broken lid (both the small and large lid), or a lid that is not attached properly. This shall be done on a daily basis.

f) Repair and Replacement of Containers

The Contractor shall furnish all necessary solid waste containers, and replace any missing or unusable containers within 48 hours of notification by the City. All usable containers which are in need of repair must be repaired within seven (7) days of notification by the City. Failure to furnish a container or replace a defective container within the specified time shall be cause for the City to assess the Contractor a penalty per day per missing/defective container. Such penalty is to be deducted from payments due the Contractor. Placement of containers shall be by the Contractor at no charge to the producers and as part of the rates charged to the City.

g) Dropbox and Frontloader Service

The Contractor shall provide trucks, roll-off drop boxes, and front-loader containers to service residential, multiple family and/or commercial accounts requiring such solid waste related services. The Contractor shall also provide trucks to service stationary packers. Stationary packers are provided by the producers, and must conform to the Contractor's lifting system; therefore, the Contractor is not required to provide these units.

4.06 Office

The Contractor shall maintain an office or other such facility at which they can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 7:30 a.m. to 4:00 p.m. on regular collection days of Monday through Friday. There will be no requirement to maintain an office on Saturdays, Sundays or holidays; however, provision must be made by the Contractor, subject to City approval, to handle any emergency calls after hours and on holidays. A complete list of names and their respective telephone, cellular telephone, and/or pager numbers must be provided to the City and updated as needed.

4.07 Hauling

All solid waste and recycling materials hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing is prevented.

4.08 Disposal

All solid waste collected for disposal by the Contractor shall be hauled to the Cowlitz County Landfill. Disposal at any other approved site shall be subject to the City's prior authorization.

4.09 Notification

The City shall notify all producers about solid waste and recycling rates and regulations. The Contractor shall notify all producers about complaint procedures and days for scheduled solid waste collection.

4.10 Point of Contact

All dealings, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the Solid Waste & Recycling Manager.

4.11 Strikes and/or Lockouts

If the Contractor's employees strike, are locked out, or refuse to carry out their duties, solid waste and recycling collection service will continue without interruption or delay.

The City will make every effort to work with the Contractor in such a situation; however, in the event the Contractor fails to perform the duties required in its contract, the City will take whatever steps are necessary to continue collection service up to and including retaining another firm to provide such service during the strike, lockout, or work stoppage. Any costs incurred by the City over and above the normal fees that would have been incurred by the Contractor will be assessed to the Contractor. Any actions taken by the City to maintain collection service during these situations shall not be considered a breach of the contract.

4.12 Contingent Use of Equipment and Garbage Containers

In the event of the failure of the Contractor to carry out its contractual collection duties within the City for twenty-five percent (25%) or more of the producers of solid waste for a period of forty-eight (48) successive hours, (Sunday and holidays excepted) for any reason whatsoever including, but not limited to, strikes, labor disputes, lockouts, insolvency, acts of creditors, bankruptcy or other reasons, whether within or without the control of the Contractor, except those caused by adverse weather conditions, the City shall have the right, directly or indirectly, to the immediate temporary use and possession of all vehicles, equipment, solid waste receptacles, route schedules, route maps and other property necessary or desirable to carry out the duties of collection and disposal.

In such event, the City shall have the immediate temporary authority and right directly or indirectly, to collect and dispose of all solid waste and recyclable material that would, pursuant to this contract, be collected and disposed of by the Contractor. All costs and expenses of the City incurred in exercising the rights hereunder, in excess of the amounts that the City would normally have paid the Contractor, shall be payable by the Contractor on demand. When such costs and expenses are incurred by the City, the Contractor acknowledges that the amounts incurred thereof may be significantly greater than the costs and expenses that would have been incurred and/or paid by the Contractor during the performance of its contractual obligations under this contract, and that the greater amount thereof is justified and occasioned by the emergency nature of solid waste collection.

The provisions of this section are essential for the preservation and protection of the public health and welfare, and may be enforced by the Superior Court of Cowlitz County, State of Washington, or any together court having jurisdiction, upon twenty-four (24) hours written notice to the contractor, service at the Business address of the Contractor. If, in the sole judgment of the City, the Contractor becomes able to resume all of its contractual duties of solid waste and recycling collection and disposal within a reasonable time thereafter, all vehicles, equipment, solid waste receptacles, rate schedules, route maps and other property placed in the hands of the City or its designee shall be returned to Contractor. In the event, however, that the Contractor is unable for any reason to fully resume its duties within ninety (90) calendar days, the Contract between the parties hereto shall be deemed terminated, and the City shall retain all of the vehicles, equipment, solid waste receptacles, route schedules, route maps and other property and shall pay to the Contractor the appraised value of the vehicles, equipment, solid waste

containers and other tangible personal property so possessed by it, as determined pursuant to this Contract. As an alternative to the retention of and payment for such property, the City shall have the right to contract with a private company and to assign to such private company, all of its rights or purchase. It is declared that route maps, route schedules and other similar property shall have not market value or other value.

During such period of temporary use and possession of the Contractor's vehicles, equipment and containers, the City or its designee shall maintain the same in as good order and repair as when such possession was assumed, and during said time, the City shall be liable for tortious conduct occurring by reason of its commission or omission. At the time of assuming such temporary possession, the City acknowledges that it will be necessary to make appropriate arrangements with the holder of any security interest in such property in order to maintain such temporary possession.

4.13 Books and Records

The Contractor shall maintain complete books, records, and documents which sufficiently and properly document the type and amount of services provided under this Contract. Such books, records, and documents shall be open to inspection by the City and the state, if so required for the purposes of an audit.

The Contractor acknowledges that federal, state, local, or private grants may become available throughout the duration of this contract, and that the Contractor will cooperate with the City and the granting authority to ensure that the purposes and obligations of any such grant received by the City are accomplished according to the terms of the grant.

All documents required by this provision shall remain in the custody of the Contractor, and shall not be available for public inspection.

4.14 Modifications to Service Level

The Contractor recognizes and agrees that the number of producers receiving collection service, and the volumes of solid waste produced, will vary throughout the duration of the contract. Such variations in service levels based upon residential multiple family, or commercial units requesting new service or discontinuing existing service shall not be the basis for adjustments in the Contractors fee rates.

In addition, the City reserves the right to modify the level of service it requires of the Contractor for the express purpose of reducing the City's fees paid to the Contractor. In such circumstances, the Contractor may negotiate new fee rates with the City, and both parties shall make all reasonable attempts to agree upon adjusted rates.

5. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this contract in compliance with the applicable laws; provided, however, that the general specifications shall govern

obligations of the Contractor where City ordinances conflict with themselves on the subject.

6. NON-DISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin, marital status or handicap.

7. INDEMNITY

The Contractor will indemnify, save harmless, and exempt the City, its officers, agents, servants, and employees from and against any and all lawsuits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incurred by any work done in the performance of this contract arising out of a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees; provided, however, that the Contractor shall not be liable for any lawsuits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willful or negligent act or omission of the City, its officers, agents, servants and employees.

8. LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the contract) and promptly pay all fees and taxes required by the City and the State of Washington, and other appropriate regulatory agencies. Failure to pay any license fee or tax shall result in such fee or tax being assessed against the Contractor, and payment shall be made by the City to the appropriate agency by withholding any delinquent amount from the Contractor's monthly payment. No increase in rates will be allowed for licenses or taxes that were overlooked by the Contractor.

9. TERM

The term and conditions of this contract may automatically be extended for successive additional five (5) year terms unless either party notifies the other party in writing not less than on hundred eighty (180) days prior to the expiration of the initial term or of any successive five (5) year term, of their intention to terminate this contract. Failure by the Contractor to perform the requirements of the contract gives the City the right to terminate the contract upon sixty (60) days prior written notice of termination. Any such written notice shall be service by certified or registered mail, return receipt requested.

10. INSURANCE

The Contractor shall at all times during the contract maintain in full force and effect employer's liability, workmen's compensation, public liability and property damage insurance, including contractual liability coverage for the provisions of this Contract. All insurance shall be by insurers and for policy limits acceptable to the City.

Before commencement of work hereunder, the Contractor agrees to furnish the City with original endorsements of effective coverage for policies on which the City is included as an additional insured, and shall furnish certificates of insurance for all other required policies. The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

Copies of all required policies shall be provided to the City upon request.

For the purpose of this Contract, the Contractor shall carry the following types of insurance, in at least the limits specified below:

<u>Coverage</u>	<u>Limits of Liability</u>
▪ Workman's Compensation	Statutory
▪ Employer's Liability	\$500,000
▪ Bodily Injury and Property	\$2,000,000 per occurrence
▪ Damage Liability	(Combined single limit, except automobile)
▪ Automobile Bodily Injury	\$2,000,000 per occurrence Liability and Property (Combined single limit)
	Damage Liability

Any deductibles for self-insured retention levels must be declared, and are subject to approval by the City. At the option of the City, the Contractor shall either reduce or eliminate such deductibles or self-insured retentions in respect to the City, its officials and its employees, or shall procure a bond guaranteeing payment of such incremental losses and other related expenses.

11. LETTER OF CREDIT

11.01 Letter of Credit

Contractor shall furnish a Letter of Credit, which shall be from a high-rated lending institution approved by the City, as security for the performance of this Contract. Said Letter of Credit shall be in the amount of \$65,000.00 and is offered in lieu of a Performance Bond for the term of the entire contract.

12. BASIS AND METHOD OF PAYMENT

12.01 Rates

a) **Basic Rates**

For solid waste and recycling collection and disposal services required to be performed pursuant to this contract, the Contractor's charges shall not exceed the rates as fixed by this Contract in Exhibits B and C, or as adjusted in accordance with this Contract

b) **Special Services**

For special services provided by the Contractor pursuant to this contract, where rates are not identified in Exhibits B and C, charges are to be negotiated between the Contractor and producer prior to collection. If agreement cannot be reached, the matter shall be submitted to the City for determination of reasonable fee.

c) **Disposal Fee Payment**

The Contractor's solid waste collection and recycling charges provided for by this Contract shall include only collection related costs. The cost of solid waste disposal (i.e., the tipping fee) will be billed directly to the City by the operator of the disposal site.

12.02 Modification to Rates

The fees charged each year by the Contractor shall be adjusted upward or downward from the previous year as provided for in the compensation provisions of Sections 1.18, 12.07, Exhibit B and Exhibit C.

As soon as possible after January 1 of each designated year the Contractor shall send to the City a comparative statement detailing the following information needed to determine the fee adjustment:

- 1) The index value on December 31 two years prior;
- 2) The index value on December 31 of the previous year;
- 3) The net percentage change in the two index values;
- 4) A new schedule of fees to be charged by the Contractor based on the net percentage change (up or down) of the index values.

On the next billing date after receipt and approval of the comparative statement, the City shall pay to the Contractor, or the Contractor shall credit to the City (as appropriate), a lump sum equal to the fee increase or decrease applicable to that portion of the current year which has elapsed. Thereafter, the fees charged by the Contractor shall be modified to reflect the approved change until the next annual comparative statement is received and approved by the City.

In addition to the above, the Contractor may petition the City at any time for additional rate and price adjustments on the basis of unusual changes in its cost of operations, such as revised laws, ordinances, or regulations; changes in location of disposal sites and for

other reasons. Approval of any petition for fee adjustments for unusual changes shall be at the sole discretion of the City.

12.03 City to Act as Collector

The City shall submit statements to and collect from all residential, multiple family and commercial units. The City will also send out statements to collect from commercial businesses which rent the Contractor's permanent drop boxes, which are required to be hauled by the Contractor at the contractual fee listed within this contract. The Contractor shall be responsible for submitting statements to and collecting from any producer that the Contractor agrees, through separate arrangement, to collect and haul hazardous or bio-medical waste.

12.04 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any residential, multiple-family or commercial unit as set forth in written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) resulting from the Contractor's discontinuing service at any location at the direction of the City.

12.05 Contractor Billings to the City

The Contractor shall provide a detailed invoice to the City for service rendered within three (3) days following the end of the month. The City shall pay the Contractor on or before the second day after the second Council meeting of the month. IN the event that there is only one Council meeting within a particular month, payment shall be made on the second day after that Council meeting. Such billing and payment shall be based on the rates determined at the beginning of each calendar year, after any fee adjustment as provided for in Exhibits B and C. The Contractor shall be entitled to payment for services rendered irrespective of whether or not the City collects payment from producers receiving such services.

12.06 Diesel Fuel Surcharge

If diesel fuel exceeds \$2.75 per gallon, the City will be billed a fuel surcharge for 95% of fuel cost over \$2.75 per gallon.

12.07 Street Damage Reimbursement

The Contractor shall pay the City Street Fund \$12,500.00 per month for damage reimbursement to residential city streets. This price is subject to Section 12.02 CPI Adjustments.

13. TRANSFERABILITY OF CONTRACT

No assignment of the contract or any right accruing under this contract shall be made in whole or in part by the Contractor without the express written consent of the City, which consent shall not be unreasonably withheld; in the event of any assignment, the assignee shall assume the liability of the Contractor. In the event such an assignment is approved, the Contractor will be responsible to the City for the performance of the assigned contract.

In the event the Contractor is acquired by, merges with, or enters into a joint venture with another individual, firm, or corporation, the City shall have the right to terminate this contract at any time upon one hundred-eighty (180) days written notice.

14. EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license and privilege to provide solid waste collection, removal and disposal services within the corporate City limits. The Contractor may, with the approval of the City, subcontract elements of this contract with another firm.

15. OWNERSHIP OF MATERIAL AND EQUIPMENT

Title to solid waste shall pass to the Contractor when placed in the Contractor's collection vehicle, removed by the Contractor from a container, or removed by Contractor from the customer's premises, whichever first occurs. Title to recycling material shall remain with the City until which time the Contractor has sorted, weighed, sold, and paid the City for the material.

Ownership of all property and equipment furnished by the City, whether through grants or otherwise, shall remain with the City, and ownership of all property and equipment furnished by the Contractor shall remain with the Contractor, unless specifically provided otherwise by this Contract.

16. PURCHASE OF CONTRACTOR'S EQUIPMENT AND PROPERTY

If, at the end of the contract term, or any extension or renewal hereof, the City determines that it is going to perform the collection of solid waste, the City shall have the option to purchase Contractor's vehicles used in the performance of this Contract and containers purchased pursuant to the Contract, at the then independently appraised value thereof. The City and Contractor shall mutually agree upon the independent appraiser used for such purpose.

17. ANNEXATION OF SERVICE AREA

Unless otherwise allowed or provided for by State law, any area annexed to the City shall not be available for solid waste collection service by the Contractor for (7) years after the annexation unless the State franchised collection provider for the annexed area voluntarily agrees to relinquish its right to provide the service. In areas where the Contractor is the State franchised collection provider, the Contractor agrees to relinquish its rights and provide solid waste collection services to the annexed area under the terms of this Contract.

EXHIBIT B

Compensation for Solid Waste Services

Kelso Contractor Rate Sheet - 2010		
Service Code	Type of Service	Per Pick Fee (Unless Otherwise Noted)
RDO	Residential Deluxe Over 50 ft	(1)
RDU	Residential Deluxe Under 50 ft	(1)
CDT	Commercial Deluxe Tubs	(1)
CDC	Commercial Deluxe Cart	(1)
MFDC	Multi Family Deluxe Cart	(1)
MFDT	Multi Family Deluxe Tubs	(1)
RC	Residential Carts	\$1.24
SC	Senior Citizen Carts (60-90)	\$1.24
MFC	Multi Family Carts	\$2.48
CC	Commercial Carts	\$2.48
RT	Residential Tubs	\$6.20
CT	Commercial Tubs	\$6.20
MFT	Multi Family Tubs	\$6.20
1YDFRT	1 Yd Frontloader ⁽²⁾	\$11.17
2YDFRT	2 Yd Frontloader ⁽²⁾	\$18.34
3YDFRT	3 Yd Frontloader ⁽²⁾	\$23.83
4YDFRT	4 Yd Frontloader ⁽²⁾	\$25.21
5YDFRT	5 Yd Frontloader ⁽²⁾	\$27.42
2YDFRTCOMP	2 YD Frontloader Compactor ⁽²⁾	\$41.36
NTRT	Special Picks Off Route	\$15.92
ORT	Special Picks On Route	\$10.61
1STUFF	1st Overstuffed Container	\$10.61
ADDSTUF	Additional Overstuffed Container	\$5.30
DNTN	Downtown Containers	\$31.83
CLNUP	Special Clean up/MIN	\$1.06/min
P30YD	Stationary Packer (30 yd) ⁽²⁾	\$54.84
P40YD	Stationary Packer (40 yd) ⁽²⁾	\$62.67
P50YD	Stationary Packer (20 yd) self contained ⁽²⁾	\$62.67
P30YD	Stationary Packer (30 yd) self contained ⁽²⁾	\$86.50

Exhibit B – Compensation for Solid Waste Services
January 1, 2010

Page 1 of 2

Service Code	Type of Service	Per Pick Fee (Unless Otherwise Noted)
DEL	Delivery/Empty Box Haul	\$31.39
20YD	20 YD Perm Dropbox Haul ⁽²⁾	\$47.01
25YD	25 YD Perm Dropbox Haul ⁽²⁾	\$59.17
30YD	30 YD Perm Dropbox Haul ⁽²⁾	\$67.90
40YD	40 YD Perm Dropbox Haul ⁽²⁾	\$78.34
DPDR	Permanent Daily Dropbox Rent	\$3.17
MPDR	Permanent Monthly Dropbox Rent	\$97.92
SLMDR	Solid Lid Monthly Drop Box ⁽²⁾	\$124.45
RESPOT	Respot	\$31.39/ea
DBCU	Dropbox Clean Up Per Minute	\$1.06/min
LOCINST	Lock Installation	\$47.54/ea
LOCMAIN	Tub/Cart Lock Maintenance	\$0.70/ea
UNLOCK	Unlock Tubs/Carts	\$11.99
(1)	\$1.06 for first 50 ft. per container per pick, plus \$0.05 per additional foot per container per pick thereafter.	
(2)	Frontloader, Dropbox & Compactor rates "DO NOT" include landfill tipping fees.	

The fees charged by the Contractor shall be adjusted to reflect changes in the cost of operations, as reflected by fluctuations in the Portland, Vancouver Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items) as published by the U.S. Department of Labor, Bureau of Labor Statistics in January 1 of each year. Such adjustments will be allowed as provided below.

Fee adjustments will be allowed only for service provided during the years 2010, 2012, 2014, 2016, and 2018 on July 1 of said years. The fee increase or decrease from the previous year's fees shall equal 80% of the net change of the CPI index. The method of calculating the fee adjustment is described in Exhibit A.

EXHIBIT C

Compensation for Recycling Services

Kelso Drop-Site Recycling Collection Rates – 2010	
	Contractor Fee Per Pick
Newspaper	\$11.36
Cardboard	\$9.96
Mixed	\$9.96
Aluminum/Tin	\$15.92
Plastics	\$6.64
City requested collection of recycling containers other than the regularly scheduled collection, will be charged to the City at a fee of \$21.23 per commodity for the first container pick. Each additional container of the same commodity collected during the same trip will be charged the standard per pick rate listed above.	

Kelso Drop-Site Glass Recycling Rates – 2010	
Glass Container (20 yd box)	Contractor Fee Per Haul
Haul Fee to Contractor Facility	\$68.45
Haul Fee to Portland	\$153.88
	Contractor Fee Per Hour
Sorting Fee (per man)	\$21.23
1 Forklift Truck	\$26.53

Kelso Contractor's Commodity Baseline Fees		
	Baseline Fee	
Newspaper	\$53.06	Per ton
Cardboard	\$53.06	Per ton
Mixed	\$42.45	Per ton
Aluminum	\$0.26	Per lb.
Tin/Plastic: Commodity Revenue \leq \$0.26 per lb.	\$0	
Commodity Revenue $>$ \$0.26 per lb.	0.26	Per lb.
Glass (all sale proceeds paid to City)	\$0	

The fees charged by the Contractor shall be adjusted to reflect changes in the cost of operations, as reflected by fluctuations in the Portland, Vancouver Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers (all items) as published by the U.S. Department of Labor, Bureau of Labor Statistics in January 1 of each year. Such adjustments will be allowed as provided below.

Fee adjustments will be allowed only for service provided during the years 2010, 2012, 2014, 2016, and 2018 on July 1 of said years. The fee increase or decrease from the previous year's fees shall equal 80% of the net change of the CPI index. The method of calculating the fee adjustment is described in Exhibit A.

EXHIBIT D

Drop-Site Facility Locations and Material Accepted

Site Name	Location Name	Location	Recyclables Accepted	
North	Huntington Jr. High	500 Redpath St.	Newspaper Plastics #1 & 2 Mixed Paper Tin Aluminum Cardboard	
South	Super Site	SW 1st & Cedar St.	Newspaper Plastics #1 & 2 Mixed Paper Tin Aluminum Cardboard	Clear Glass Green Glass Brown Glass
East	Super 8 Motel	250 Kelso Dr.	Newspaper Plastics #1 & 2 Mixed Paper Tin Aluminum Cardboard	Clear Glass Green Glass Brown Glass

The locations of drop-site facilities, and the type of recyclable material accepted at each site, may be changed by mutual agreement between the City and the Contractor, or at the direction of the City under the terms of Contract.

AGENDA SUMMARY SHEET

Business of the City Council City of Kelso, Washington

SUBJECT TITLE: Agreement Regarding
Animal Control Contract 2010.

Agenda Item: _____

Dept. of Origin: _____ City Manager

For Agenda of: _____ October 6, 2009

Originator: _____ Humane Society

PRESENTED BY:

Denny Richards

City Attorney:

City Manager:

Agenda Item Attachments:

Agreement
Humane Society Letter/Breakdown

SUMMARY STATEMENT:

Agreement for services, 2010, for a total of \$81,834.80. This figure includes animal control services and the \$6,000 yearly contribution for the Spay and Neuter Clinic.

RECOMMENDED ACTION:

Staff Takes No Position on the Requested Action

**AGREEMENT
FOR
ANIMAL CONTROL SERVICES**

This Agreement, entered into between the City of Kelso, a municipal corporation, (City), and the Humane Society of Cowlitz County, a Washington non-profit corporation, (Contractor).

WITNESSETH:

SECTION 1: Contractor agrees to qualify and remain qualified to perform and to diligently perform all animal control services to the City in accordance with the general requirements contained herein, as well as the Kelso Municipal Code Chapter 6.04, and any applicable laws of the State of Washington.

SECTION 2: Contractor is hereby designated as the animal control authority of the City and all of Contractor's officers, agents, and employees are designated animal control officers of the City with all powers and duties as prescribed by ordinance.

SECTION 3: The City shall pay Contractor as consideration for all services to be rendered pursuant to the Agreement an annual sum calculated per the following formula: \$115 multiplied by the previous three (3) year rolling average of the number of stray animals received at the shelter from Kelso City Limits minus 50% of the license fees collected from Kelso City Residents in the previous year. For the year 2010, that total comes to Seventy Five Thousand, Eight Hundred Thirty Four Dollars and Eighty Cents (\$75,834.80). For each subsequent year, totals owing Contractor shall be calculated by Contractor and submitted to the City no later than September 15th of each year. Payments of said sum shall be in twelve equal monthly installments in accordance with the City's normal bill paying procedures. The term of this Agreement commences January 1, 2010,

and expires December 31, 2010, unless extended by agreement of the parties or unless sooner terminated as provided herein. In addition, Contractor shall be entitled to retain all revenues collected as a result of issuing animal licenses and impound fees. Any fines, costs and/or restitution levied by a court proceeding before that court shall be retained by the City.

SECTION 4: The Contractor shall defend, indemnify, and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, arising out of or in connection with the performance of this Agreement or the non-performance of any duty undertaken herein, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the Industrial Insurance, Title 51, RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

SECTION 5: Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance or non-performance of the work

required hereunder by the Contractor, their agents, representatives, employees, or subcontractors. Contractor shall maintain the following types and limits of insurance:

1. Automobile liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. General liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 equivalent to produces completed operations aggregate limit.

Contractors insurance required herein shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute with it. The City shall be a named insured on any and all policies and said policies shall contain an endorsement that they cannot be cancelled without thirty (30) days written notice to the City by certified mail, return receipt requested.

SECTION 6: The parties set forth the general duties of Contractor herein. In doing so, they do not intend to limit in any way the obligations of Contractor as stated in Paragraph 1 of this Agreement. If an obligation arises under KMC 6.04 or under state law, the fact such obligation may not be set forth herein shall have no legal effect.

1. Contractor shall be responsible for the enforcement of all City animal control ordinances, state laws, rules and regulations pertaining thereto.
2. Apprehend and impound stray animals.
3. Issue citations for appearance in Kelso Municipal Court for violations of City animal control ordinances.
4. Provide necessary reports to the City Manager regarding enforcement activities.
5. Quarantine animals under the direction of the responsible health official.
6. Pick up and dispose of injured or dead animals within the City Limits.
7. Have available the services of a licensed veterinarian at all hours.
8. Provide sufficient enforcement and support personnel to conduct the program.
9. Furnish and maintain a humane and sanitary shelter for the impoundment of all animals.
10. The principal shelter for the impoundment of all animals shall be located where it is convenient to the citizens of the City.
11. Contractor shall receive and impound all stray animals turned over to it by residents of the City.

12. Impound facilities for large or exotic animals shall be provided and shall be capable of insuring the safe and humane treatment of these animals.
13. The principal shelter shall be open to the public Monday through Friday from 9:00 am to 5:00 pm, and Saturday from 10:00 am, to 3:30 pm, or as the hours are changed by the Humane Society. No decrease in hours in which open to the public.
14. Contractor shall humanely euthanize any impounded, sick, or injured animal following the recommendation of a licensed veterinarian.
15. Disposal of animals shall be accomplished in a manner approved by the Humane Society of the United States or the American Veterinarian Medical Association and in a manner which will not subject such animal to any unnecessary pain. Contractor shall be responsible for the lawful disposal of any animal carcass resulting from the performance of its duties.
16. Contractor shall provide an emergency on-call service in cooperation with the Kelso Police Department to respond to calls concerning animals, 24 hours per day.
17. Contractor shall allow the City, through its authorized representatives, to enter their premises during regular business hours for the purpose of inspecting the facilities for compliance with these terms and conditions.
18. Contractor shall be responsible for the issuance of animal licenses and license renewal notices in accordance with applicable City ordinance.
19. Contractor shall maintain complete and accurate records concerning revenues derived from licensing, impounding, boarding, disposing, and sale of animals covered by this Agreement. Such records shall be made available to the City Finance Director or his designee for examination at all reasonable times and places.
20. In addition to the finance records mentioned in 19 (above), Contractor shall maintain complete records of all animals handled in the performance of this Agreement. Such records shall include, at a minimum, type, sex, and disposition; all citizen complaints regarding animals, all vicious animals and dog-bite incidents; all criminal citations issued and their final disposition; and any additional information that may be required by the City.
21. Contractor agrees to employ enforcement officers to be suitably uniformed to present a clean, respectable image to the public. Said officers shall be trained and commissioned as enforcement officers to enable them to enforce the terms of this Agreement, which training shall include, but not be limited to, the issuance of criminal correspondence and citations, investigations, report preparation, court proceedings, and methods of animal control and handling.
22. Contractor shall provide and maintain a sufficient number of patrol vehicles to carry out the terms of this Agreement. Said vehicles shall be conspicuously marked and identified, equipped with communication equipment and arranged in such a manner to provide humane treatment for the animals transported.
23. The hours of patrol shall be concentrated, but not limited to, daylight hours, seven (7) days per week.
24. Contractor shall assist public safety officers and the nuisance abatement officer whenever animal problems are encountered in the discharge of their duties.

25. Contractor shall specify and actively publicize a telephone number which residents of the City may call day or night, with problems relating to animals. Contractor shall respond to any and all calls in a prompt, appropriate, and satisfactory manner from citizens.
26. Contractor shall provide a convenient location with the City where residents can obtain animal licenses.

SECTION 7: Each party shall have the right to terminate this Agreement upon ninety (90) days written notice of termination either hand-delivered or mailed by certified mail, return receipt requested.

WHEREAS, The City Council has authorized an additional \$6,000 for the Spay and Neuter Clinic, for the 2010 fiscal year, as represented by Contractor, and

WHEREAS, The City Council has authorized payment under the terms set forth with this agreement, during the 2009/10 Budget Hearings; and

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth after their respective signatures.

CITY OF KELSO:

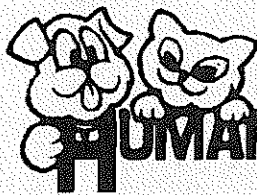
**COWLITZ COUNTY
HUMANE SOCIETY:**

CITY MANAGER

EXECUTIVE DIRECTOR

DATED: _____

DATED: _____



"Where Pets and People Meet"

HUMANE SOCIETY

"Celebrating over 35 Years of Serving the Community"

P.O. Box 172 • 909 Columbia Blvd. • Longview, WA 98632

(360) 577-0151

Fax (360) 414-0520

email: hscceidir@qwest.net Website: cowlitzhumane.com

September 29, 2009

Mr. Brian Butterfield
Kelso Finance
203 S. Pacific
Suite 217
Kelso, Wa. 98626

Dear Mr. Butterfield,

I have reviewed our contract with the City of Kelso for animal control services and pursuant to the terms, submit the following adjustments to the fees for the year 2010. Please review the adjustments and supporting information and let me know if you need any further information or clarification.

3 - year average stray animal intake - 2006=691, 2007=809, & 2008=656 = 718 average

Contract rate @ \$115.00 per stray animal = \$82,647.05

License fees collected during 2008 = \$13,624.50 @ 50% = \$6,812.25

Please see the attached worksheet for the breakdown of this calculation.

2010 contract fee for animal control services = \$ 75,834.80 or 12 payments of \$6319.57

This rate equates to a cost per animal of \$105.62, based on the average of 718 animals and is a decrease of \$ 324.70 compared to the 2009 contract price.

2010 contribution to the Spay/Neuter Clinic = \$6000.00 per year. I'm projecting a decrease in next years strays due to the Clinic.

2010 contact with contribution = \$81,834.80 or 12 payments of \$6819.57

Receipt of a countersigned copy of this letter will be considered acceptance of the adjusted terms herein outlined. Please contact me at 577-0151 if you have any questions or wish to discuss this matter.

Sincerely,

Rick Johnson
Executive Director

City of Kelso _____